

THE VILLAGES SOFTBALL DIVISION

THE VILLAGES COMMUNITY DEVELOPMENT DISTRICT

UNCONDITIONAL AND FULL GENERAL RELEASE

IN CONSIDERATION of being permitted to participate in activities and events (each, an "ACTIVITY" and collectively, the "ACTIVITIES") sponsored, promoted, held, or conducted by or on property owned by Village Center Community Development District, Sumter Landing Community Development District, Brownwood Community Development District, any of Village Community Development Districts, Holding Company of The Villages, Inc., The Villages of Lake-Sumter, Inc., The Villages Land Company LLC, The Villages Operating Company, North Sumter County Utility Development District, and the State of Florida Sports Foundation (collectively, the "PARTIES"), I, for myself and for my executors, administrators, personal representatives, assigns, heirs, and next of kin, HEREBY AGREE

AS FOLLOWS:

1. RELEASE, WAIVE, FOREVER DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE the PARTIES and any sponsor, advertiser, promoter, owner or lessee of premises, together with their officers, directors, members, executives, agents, employees, affiliates, representatives, successors, and assigns (collectively, the "RELEASED PARTIES"), FROM ANY AND ALL LIABILITY, claims, demands, losses, damages, or causes of action arising out of or related to my participation, involvement, or presence at any ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE, ACTION, OR INACTION OF THE RELEASED PARTIES OR OTHERWISE. THIS RELEASE SHALL APPLY TO ALL FUTURE PARTICIPATION UNLESS REVOKED IN WRITING.
2. AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASED PARTIES from and against any loss, liability, damage, or cost incurred due to my participation or that of my guests in any ACTIVITY, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE.
3. ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, AND PROPERTY DAMAGE arising out of or related to my participation or presence at any ACTIVITY, WHETHER OCCURRING BEFORE, DURING, OR AFTER SUCH ACTIVITY. I UNDERSTAND THAT PARTICIPATION INVOLVES INHERENT RISKS AND I VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS.
4. AGREE THAT THIS RELEASE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA, AND THAT IF ANY PORTION IS HELD INVALID, THE REMAINDER SHALL CONTINUE IN FULL FORCE AND EFFECT.

5. AGREE THAT THIS RELEASE SHALL APPLY TO MY PARTICIPATION AND THAT OF MY GUESTS IN ANY ACTIVITY.

6. IRREVOCABLY GRANT TO THE RELEASED PARTIES THE RIGHT AND PERMISSION TO USE ANY PHOTOGRAPHS, IMAGES, VIDEO, RECORDINGS, OR TESTIMONIALS OF ME FOR ANY LAWFUL PURPOSE, INCLUDING COMMERCIAL USE, WITHOUT COMPENSATION. I WAIVE ANY RIGHT TO INSPECT OR APPROVE SUCH USE AND RELEASE ALL CLAIMS ARISING THEREFROM.

7. AGREE TO ABIDE BY THE FOLLOWING CODE OF CONDUCT AT ALL ACTIVITIES: THE USE OF OBSCENITY, PROFANITY, OR VULGARITY WILL NOT BE TOLERATED. ALL PARTICIPANTS MUST MAINTAIN A SAFE, RESPECTFUL, AND COURTEOUS ENVIRONMENT. I ACKNOWLEDGE THAT PARTICIPATION IS A PRIVILEGE AND MAY BE REVOKED AT THE SOLE DISCRETION OF THE RELEASED PARTIES.

ELECTRONIC ACKNOWLEDGMENT AND ACCEPTANCE

BY CHECKING THE ACCEPTANCE BOX ON THE D4 SOUTH SOFTBALL DIVISION ONLINE REGISTRATION FORM, I ACKNOWLEDGE THAT I HAVE READ THIS UNCONDITIONAL AND FULL GENERAL RELEASE IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND VOLUNTARILY AGREE TO BE LEGALLY BOUND BY IT. I FURTHER ACKNOWLEDGE THAT CHECKING THE ACCEPTANCE BOX CONSTITUTES MY ELECTRONIC SIGNATURE AND HAS THE SAME FORCE AND EFFECT AS A WRITTEN SIGNATURE UNDER FLORIDA LAW.

THE VILLAGES SOFTBALL – UNCONDITIONAL AND FULL GENERAL RELEASE