

DESTINY EAST OWNERS ASSOCIATION, INC.
WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT
OPERATION OF GOLF CARTS ON COMMON AREA STREETS

WHEREAS, _____ (“Owner”) are all of the owners of Lot _____ in Destiny East Subdivision, are members of the Destiny East Owners Association, Inc. (“Association”), and are desirous of operating one or more golf carts on the common area streets of the subdivision which are controlled and maintained by the Association; and

WHEREAS, the Board of Directors of Destiny East Owners Association, Inc. (“Board”) is willing to grant Owner permission to operate one or more golf carts on the common area streets of the subdivision in accordance with the Association’s published Golf Carts Policy, subject to Owner’s agreement to provide the Association with a waiver of liability, indemnification and hold harmless agreement regarding such activity; and

WHEREAS, the Owner desires to provide such waiver of liability, indemnification and hold harmless agreement to the Association; and

NOW, THEREFORE, it is hereby agreed that:

1. Owner shall have permission to operate one or more golf carts on the common area streets of Destiny East Subdivision, and may authorize others to do so, all in accordance with the published Golf Carts Policy, a copy of which is attached hereto
2. Owner hereby agrees that he/she/they shall release, indemnify and hold Association and its officers, directors and members harmless from any claims, demands, suits, judgments, actions, causes of action, debts, sums of money and accounts, arising out of or related to the operation of Owner’s said golf carts as set forth herein, including any claims of Owner, Owner’s family members, Owner’s guests, Owner’s licensees, and Owner’s tenants, including minors. These release, indemnification and hold harmless undertakings shall include, but not be limited to, any claims for damage, injury or death resulting from the operation of Owner’s said golf carts, and shall specifically include, but not be limited to, any claims which may result directly or indirectly, in whole or in part, from the negligent act or failure to act of the Association, its officers, directors, members or agents.

3. This agreement does not relieve Owner from complying with any other covenants and restrictions otherwise applicable to Owner or Owner's property.
4. Owner acknowledges that Owner is aware that Association has amended its Rules and Regulations to allow persons of ages fourteen (14) years and older to operate golf carts on the common area streets of the subdivision which are controlled and maintained by the Association.
5. In connection with any litigation arising out of this agreement, the prevailing party shall be entitled to recover from the other party said prevailing party's attorney's fees and costs, including attorney's fees and costs for any appellate proceedings. Venue shall be in Okaloosa County, Florida.

Witnesses:

OWNER

Printed Name _____

Printed Name: _____
Date: _____

Printed Name _____

Printed Name: _____
Date: _____

Witnesses:

DESTINY EAST OWNERS
ASSOCIATION, INC.

Printed Name _____

By: _____
_____, Its President

Printed Name _____