



STARLING HOMEOWNERS ASSOCIATION, INC.
ASSUMPTION OF RISKS, WAIVER OF CLAIMS,
RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration for my being permitted to participate in the activities, events, and/or use equipment, facilities, amenities, or services at Esplanade at Starling ("**Community**"), provided by Starling Homeowners Association, Inc. ("**CA**"), Taylor Morrison of Florida, Inc. ("**TM**"), and/or the then current management company as of the Effective Date, as well as any successor management company(ies) ("**MC**"), I agree to this Assumption of Risks, Waiver of Claims, Release of Liability, and Indemnity Agreement (the "**Agreement**"):

Assumption of Risks. I understand that all activities, events and/or use of equipment, facilities, amenities, or services furnished, provided, and/or made available by CA, TM, and/or MC (each a "**Starling Party**" and, collectively, the "**Starling Parties**"), as well as all transportation to such activities and events, both on and off the Community premises owned, operated, managed, or otherwise maintained by any Starling Party, which may include, but are not limited to, kayaking, canoeing, use of any pool, hot tub, sauna, spa, golf course, golf carts, tennis court, bocce court, pickleball court, gym, fitness center, aerobics room, and/or any other facilities or amenities to the extent provided by any Starling Party, and participation in any fitness class, guided tour, happy hour excursion, or any other events, classes, or opportunities promoted, advertised, or made available by Starling Party (each such activity, event, or use of equipment, facilities, amenities, or services an "**Activity**" and, collectively, the "**Activities**"), pose inherent risks, hazards, and dangers to all participants, including myself. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS, INCLUDE, BUT ARE NOT LIMITED TO: (a) injury, including physical and/or psychological injury, illness, paralysis, death, loss or damage to property, economic and/or emotional loss, fees, costs, or expenses (collectively, "**Injury**"); and/or (b) Injury caused by or resulting from the Activity itself, the Activity area's conditions, the conditions of equipment, facilities, or amenities, the acts of any Released Party (as defined below) or others (including third parties, other participants, or representatives or employees of transportation services or providers), weather conditions, wildlife, road hazards, drowning, water hazards, and/or other potential risks or safety hazards known or unknown (or not reasonably foreseeable) to me.

I also acknowledge and understand: (a) that these Activities may require good physical conditioning and a degree of skill and knowledge; and (b) that it is my responsibility to (i) limit my use and participation to Activities for which I am fit and have the skill and knowledge necessary to engage in safely, (ii) seek any necessary instruction regarding the Activities prior to my use of or participation in the Activity, and (iii) use good judgment and adhere to any use, participation, and safety rules, instructions, directions, and/or guidelines. In any event, I agree that the Released Parties do not have any responsibility to review my decision to use or participate in the Activities. I AM VOLUNTARILY USING AND PARTICIPATING IN THESE ACTIVITIES WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ALL RISKS, HAZARDS, AND DANGERS.

Likenesses. I understand that the Released Parties may take photographs, film, video footage, and collect other images, voice recordings, etc. of Activities and any events held at the Community within or upon property and/or facilities owned or maintained by any Starling Party ("**Recordings**"), and that my personal likeness may appear in such Recordings. I agree that the Starling Parties may use any likeness of me in such Recordings for any tasteful purpose relating to the Community or Esplanade® lifestyle brand ("**Esplanade**"), including, but not limited to, marketing or promotion of the Community or Esplanade, on the Community's or Esplanade-related intranet and internet sites and social media accounts, at sales offices and model homes, and on TM or Community websites and online properties. I agree to allow such uses and waive any rights to pre-approval, royalties, or other compensation. Notwithstanding the foregoing, if I reasonably object to the use of a personal likeness of me, then, as my sole remedy, I may contact the applicable Starling Party in writing, and such Starling Party will use reasonable efforts to cease all further use of such likeness.

Waiver and Release of Claims and Liability. Further, I, for myself and my heirs, dependents, successors, executors, administrators, legal representatives, permitted assigns, and subrogates (collectively, the "**Releasing Parties**"), hereby KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE, AND HOLD HARMLESS, to the fullest extent permitted by law, each of the Starling Parties and their respective employees, agents, officers, directors, shareholders, and any other person or entities acting in any capacity on their behalf (collectively, the "**Released Parties**") from and against any and all claims, actions, liabilities, suits, or Injury that are related to, arise out of, are caused by, or are in any way incurred or sustained in connection with, any Releasing Party's use of or participation in any Activity, including, but not limited to, Injury caused by or in any way resulting from negligence on the part of the Released Parties or any others, regardless of association (including third parties or other participants in the Activities). Notwithstanding anything in this paragraph, it is understood that this release shall **not** release any of the Released Parties if such claim, action, liability, suit, or Injury results from the gross negligence or willful or intentional conduct of a Released Party. I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS PARAGRAPH, AND I FREELY AND VOLUNTARILY SIGN THIS AGREEMENT BELOW KNOWING THAT THIS PARAGRAPH IS PART OF THIS AGREEMENT.

Indemnification. I, for myself and all other Releasing Parties, hereby agree to defend, hold harmless, and indemnify, to the fullest extent permitted by law, the Released Parties from any and all claims, actions, liabilities, suits, and Injuries (including Injury to any third party) resulting from or relating to my use of or participation in any Activity.

Medical Attention. I hereby consent to receive any medical treatment deemed necessary if I am injured or require medical attention during or as a result of the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation and I release the Released Parties from any and all Injury that may result from any such medical treatment, transportation, or evacuation. I hereby further consent to the Starling Parties and their personnel and representatives, if deemed appropriate in their sole discretion, to contact any emergency contacts on file for me.

Governing Law; Severability. Any litigation or proceeding involving me or any Released Party shall be brought solely in the County and State in which the Community is located, and governed solely by the laws of the State in which the Community is located. If any term or provision of the Agreement is deemed invalid, illegal, or unenforceable in any respect, this Agreement shall be construed without the effect of such term or provision, and shall continue in full force and effect, and I shall continue to be bound by this Agreement, but without giving effect to such term or provision.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS ENTIRE AGREEMENT—INCLUDING THE PARAGRAPHS ABOVE IN WHICH I AGREE TO WAIVE, RELEASE, HOLD HARMLESS, AND INDEMNIFY THE RELEASED PARTIES AS MORE PARTICULARLY SPECIFIED THEREIN. I AM FREELY AND VOLUNTARILY SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I AM GIVING UP CERTAIN LEGAL RIGHTS.

FURTHER, BY SIGNING BELOW, I HEREBY VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT I MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION OR OTHER PROCEEDING (INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS, CROSS-CLAIMS, DEFENSES, COUNTER-CLAIMS, OR THIRD PARTY CLAIMS) ARISING OUT OF, UNDER, OR IN CONNECTION WITH ANY ACTIVITIES, THIS AGREEMENT EXPRESSLY BENEFITS EACH OF THE RELEASED PARTIES AND THEIR RESPECTIVE AFFILIATES, SUBSIDIARIES, SUCCESSORS, AND ASSIGNS, IRRESPECTIVE OF WHETHER SUCH LITIGATION OR OTHER PROCEEDING ARISES OUT OF THIS AGREEMENT, BY STATUTE, OR AS A MATTER OF TORT LAW. THIS AGREEMENT MAY BE EXECUTED BY MANUAL OR ELECTRONIC SIGNATURE, AND I AGREE THAT AN ELECTRONIC SIGNATURE TO THIS AGREEMENT SHALL BE BINDING UPON ME TO HAVE THE SAME FORCE AND EFFECT AS A MANUAL SIGNATURE.

The effective date of this Agreement is _____, 20____ (“Effective Date”).

Print Name of Participant

Participant’s Signature

Date

Participant’s Mailing Address

City

State

Zip Code

Telephone Number

Required if participant is less than 18 years of age:

Signature of Parent, Guardian, or Custodian

Date

May we email information about upcoming community activities to you? ____YES / ____NO

Email address: _____