

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT FOR
CPI CITRUS PARK OWNER LLC, dba BONITA TERRA**

**FOR ALL CITRUS PARK 50+ SOFTBALL AND RELATED ACTIVITIES FOR
2024/2025**

The undersigned, herein called "Participant," in consideration of being permitted by CPI CITRUS PARK OWNER, L.L.C. dba Bonita Terra and all other affiliated entities ("Owner") and MUREX PROPERTIES, LLC and all other affiliated entities ("Manager") to enter upon certain lands of Owner for purpose of participating in softball and other related activities, including working as a volunteer in concessions at the Tiki Hut, hereby agrees as follows:

1. Compliance With Terms and Conditions and Reporting of Hazards. The Participant agrees to comply with the stated and customary terms and conditions for participation and to be aware of all rules and regulations governing participation in and/or viewing of the sports programs, games, practices, warm-ups, or related events, softball games, and sporting activities. If, however, the Participant observes any unusual significant hazard during the Participant's presence or participation, the Participant agrees to immediately remove himself from participation and to bring such to the attention of the nearest umpire immediately.

2. Assumption of Risk. The Participant knows and understands the scope, nature, and extent of the risks and hazards involved in softball related activities and/or in working as a volunteer in concessions at the Tiki Hut and that those risks and hazards may result in injury or death to the Participant or to other players, including, but not limited to those hazards associated with weather conditions, playing conditions, equipment and other participants, as well as those directly related to participation in the game of softball including but not limited to acts such as pitching, throwing, fielding and catching the ball, swinging the bat, running, jumping, stretching, sliding, diving, and collisions with other players and with stationary objects, all of which can cause serious injury or death to the Participant and to other players, and Participant voluntarily and freely chooses to incur such risks and hazards while on the lands of Owner.

3. Exemption from Liability. The Participant exempts and releases Owner, CPI CITRUS PARK OWNER L.L.C., dba Bonita Terra and Manager MUREX PROPERTIES, L.L.C. and their stockholders, directors, officers, agents, servants, and employees, from any and all liability, claims, demands or actions or causes of action whatsoever arising out of any damage, loss or injury to the Participant or the Participant's property while upon the premises of Owner with the intention of participating, as player, spectator, volunteer in concessions, or otherwise, in the sport of softball and related activities, whether such loss, damage or injury results from the negligence of Owner and/or Manager and their officers, directors, agents, servants, and

employees, or from some other cause.

4. Covenant Not To Sue. The Participant agrees never to institute any suit or action at law or otherwise against CPI CITRUS PARK OWNER L.L.C., dba Bonita Terra and MUREX PROPERTIES, L.L.C. and their stockholders, directors, officers, agents, employees, or servants, nor to initiate or assist in the prosecution of any claim for damages or cause of action which the Participant, the Participant's heirs, executors or administrators hereafter may have by reason of injury to the person of the Participant or to the Participant's property while on the property of Owner for the purpose of participating, whether as player, spectator, volunteer in concessions, or otherwise, in the sport of softball and related activities.

5. Indemnity Against Third Party Claims. The Participant will indemnify, save and hold harmless CPI CITRUS PARK OWNER L.L.C., dba Bonita Terra and MUREX PROPERTIES, L.L.C. and their stockholders, directors, officers, agents, servants, and employees from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any other person or organization and which arise directly or indirectly from the activities of the Participant while engaged in any softball related activities upon the property of CPI CITRUS PARK OWNER, L.L.C. dba Bonita terra aforesaid.

6. Continuation of Obligations. The Participant agrees and acknowledges that the terms and conditions of the foregoing EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, and INDEMNITY AGAINST THIRD PARTY CLAIMS shall continue in full force and effect now and in the future at all times during which the Participant participates, either directly or indirectly in any softball related activities on said property of CPI CITRUS PARK OWNER L.L.C., dba Bonita Terra and shall be binding upon the heirs, executors and administrators of said Participant or his estate. Participant hereby acknowledges that he or she has read all of the provisions above, fully understands the terms and conditions expressed herein, and has freely chosen between acceptance of the provisions of the foregoing paragraphs relating to EXEMPTION FROM LIABILITY, COVENANT NOT TO SUE, INDEMNITY AGAINST THIRD PARTY CLAIMS and CONTINUANCE OF OBLIGATIONS and that relating to the ASSUMPTION OF RISK as indicated by striking and initialing the provision or provisions not agreed to.

IN WITNESS WHEREOF, the Participant has affixed his or her signature this _____ day of _____, 202__.

Signature of Participant: _____

Print Participant's Name: _____

Age of Participant: _____

Address: _____

Telephone: _____