

Waterside Village Clubhouse Use Form

To reserve the clubhouse please email information at the top of this form * to rochelle@sunstatemanagement.com

Once you receive a confirmation via email that your date is available, please mail the form to

Sunstate Management Group

PO Box 18809 Sarasota, FL 34233

along with the applicable fee(s) made payable to Waterside Village

COST (TWO SEPARATE CHECKS ARE REQUIRED): \$50.00 RENTAL FEE (non-refundable) PLUS \$100.00 DEPOSIT (refundable pending no damage and area is clean when departing – check with be shredded)

* TYPE OF ENGAGEMENT/SPECIAL EVENT: _____

*DATE OF ENGAGEMENT: _____ * TIME: _____

*RESIDENT NAME: _____

*RESIDENT ADDRESS: _____

*TELEPHONE NUMBER: _____ *E-MAIL ADDRESS: _____

As a resident of Waterside Village, I acknowledge that I have been granted the privilege of reserving the Waterside Village Clubhouse located at 300 Sunset Lake Blvd on the date and time specified above.

Please read the rules regarding your party below. Please initial next to each item acknowledging that you have read, understand and agree to abide by the rules set forth.

_____ I acknowledge that a necessary portion of my deposit may be withheld for any damage done to the clubhouse area and/or any excessive cleaning that may need to be done as a result of my engagement.

_____ All trash must be taken home with you when your engagement is done. A fee of \$25.00 will be charged for any trash that you leave behind and the COA must remove.

_____ No more than 48 guests are permitted at my event. This includes adults and children.

_____ I have signed and attached the “Release, Assumption of Risk, and Hold Harmless Agreement” taking full responsibility for any and all liabilities associated with the use of the Clubhouse area for my engagement/special event that I sponsor.

_____ My guests and I understand and will abide by the rules of the facilities.

**RELEASE, ASSUMPTION OF RISK, AND HOLD HARMLESS
AGREEMENT**

I _____, the undersigned have read and understand, and freely and voluntarily enter into this Release, Assumption of Risk, and Hold Harmless Agreement (the "**Agreement**") with the **Waterside Village Association** (the "**Association**") a Florida not-for-profit corporation, and the members of the Association (the "**Members**"), with the understanding that this Agreement is an assumption of risk and waiver and release of any and all liability(ies) associated with my use of the Association property, and all common areas of the Waterside Village Association.

Now, therefore, in consideration for my use and control of such items owned by the Association, as well as use and control by my spouse, my children, relatives, friends, tenants, associates, guests, or invitees, and participation in activity in or around the Association common areas, I agree to hold the Association, all Board of Directors, agents, officers and employees collectively referred to as the "Association"), and the Members, harmless for any and all direct, indirect, special or consequential damages, or costs, legal and otherwise, which I, or individuals using such property incidental to my use as described above, may incur as a result of the use of such property and equipment of the Association by myself or those individuals set forth above even if due to the negligence of the Association or any person serving in the above-identified capacities on behalf of the Association. I agree that I will not institute any action or suit at law or in equity against the Association, its Board of Directors, agents, officers and/or employees, for any damage, disability, injury, or loss resulting from my use of any property which the Association has granted me use.

I understand and recognize that I am responsible for my own well-being and may be responsible for the well-being of those around me. I am fully aware of the potential dangers, hazards and/or risks directly or indirectly associated, with the use of any property the Association has granted me use of, whether owned by the Association or not. I am fully aware of the dangers involved with such activity and people may be injured. I hereby assume all risks associated with such activities. I assume such risks on behalf of myself, my spouse, my children, relatives, tenants, friends, associates, or invitees using Association property incidental to my use.

I, for myself, my spouse, legal representative, heirs, and assigns, hereby releases, waives and discharges the Association, its Board of Directors, agents, officers and employees from all liability for any loss or damage, injury, or claim resulting from use of such property, whether bodily injury or damage to personal property, whether caused by the negligence of the Association or otherwise. I have read the above terms of this Agreement, and I understand and voluntarily agree to these terms and conditions. The Agreement shall be binding upon my spouse, heirs, administrators, executors, and assigns or successors of the undersigned.

Owner Name (Print)	Witness' Name (Print)
Owner Signature	Witness' Signature
Owner Address	Date