

**AGREEMENT FOR NON-RESIDENT TO UTILIZE THE HERITAGE LANDING
COMMUNITY DEVELOPMENT DISTRICT'S RECREATIONAL FACILITIES**

THIS AGREEMENT, made and executed this ___ day of _____, 20___, by and between the Heritage Landing Community Development District ("District"), and _____ whose address is _____ ("User"). The District is the owner of the real property and facilities comprising a pool and other recreational facilities within the District located in St. Johns County, Florida ("Facilities"). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. User shall pay a one-time non-refundable annual fee in the amount of \$2,500.00 to utilize the Facilities for 12 months. The 12-month period shall commence as of the date of this agreement and terminate on that same date the following year.
2. The right to use the Facilities acquired through this agreement is personal to the person paying the fee and family members residing in his/her household and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon, and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party not a party to this Agreement.
3. User agrees that use of Facilities by User, User's family members residing in his/her household, and User's guests shall be subject to all rules, policies and procedures of the District as may be amended from time to time. Failure by User, family members residing in his/her household, or User's guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the one-time \$2,500.00 fee shall be refunded.
4. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
5. User understands that the District and its agents, supervisors, officers, directors, employees and staff assume no responsibility for injuries or illness that User may sustain as a result of User's physical condition or resulting from User's participation in any activities, sports, use

of the pool, use of exercise equipment, use of the playground or other activities. User expressly acknowledge on behalf of his or her self and his or her heirs that he/she assume the risk for any and all injuries and illness that may result from User's participation in these activities. User hereby releases and discharges the District and its agents, supervisors, officers, directors, employees and staff from any claims for injury, illness, death, loss or damage that User may suffer as a result of User's participation in these activities. User understands that the District is not responsible for personal property lost or stolen while participating at The Camp Heritage, pool and recreational Facilities.

- 6. User agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the User's use of the Facilities, including litigation or any appellate proceedings with respect thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

USER

HERITAGE LANDING
COMMUNITY DEVELOPMENT
DISTRICT

By: _____

By: _____