

**WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT IN CONNECTION WITH  
ACCESS TO UNITS AT CARIBBEAN BEACH CLUB**

WHEREAS, the North Building located in the Caribbean Beach Club Association, Inc. ("Association") was damaged during a hurricane and the Association has been working with its design professionals and contractors to repair the damage to the building;

WHEREAS, the North and Middle Building have obtained a Certificate of Occupancy from the applicable governing municipal bodies;

WHEREAS, the elevator in the North Building, and supporting both the North and Middle buildings is not yet operational as the contractors have experienced significant delays in obtaining the requisite parts to complete the elevator's repair;

WHEREAS, the Association, by and through its Board of Directors, has decided to permit the owners of weeks within the North and Middle Buildings to commence utilization of their weeks provided that such owners execute the following acknowledgement and release of the Association for any liability that may arise out of the inability to utilize the elevator.

NOW, THEREFORE, I have read, fully understand, and agree to the assumption of risk, waiver, release, hold harmless and indemnification terms set forth above.

1. The above recitations are incorporated herein and made a part hereof by reference.

2. In consideration of the agreement with the Association to allow the undersigned owners and their tenants, guests and invitees, to have access to the unit described below at Caribbean Beach Club Condominium ("the Condominium") during the period of time that the elevator serving this Unit is inoperable, the sufficiency of such consideration which is hereby acknowledged, the undersigned owner(s) of this Unit do hereby waive, release, acquit, and discharge the "Association", and its officers, directors, agents, and members, of and from all claims and demands, actions and causes of action, damages, costs, loss of services, expenses and compensation, on account of, or in any way arising out of the use of the Unit during this period of time. This Release applies to any and all known and unknown, foreseen, and unforeseen damages, and the consequences thereof, resulting from the use of the Unit during this time period. Additionally, the undersigned owner(s) agree to indemnify and hold harmless the Association and all of its related representatives from any claims, injuries or losses suffered by them or any third parties during the period of time that this Agreement is in effect and relating to the use of the Unit without an elevator, including any attorney's fees incurred by the Association. In connection with any litigation or other legal proceedings between the parties, including mediation, arising out of this Release or the use of the Unit during the period of time that this Agreement is in effect, the prevailing party will be entitled to recover reasonable attorney's fees and costs.

Unit Number: \_\_\_\_\_

CARRIBBEAN BEACH CLUB  
ASSOCIATION, INC.

UNIT OWNERS (ALL OWNERS MUST SIGN)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature, Owner #1

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature, Owner #2

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Email Addresses and Phone Number(s) for Contacting Owners

\_\_\_\_\_