

## **RELEASE, HOLD HARMLESS, AND INDEMNIFICATION AGREEMENT**

**FOR GOOD AND VALUABLE CONSIDERATION**, in hand paid and received, the receipt and sufficiency of which are hereby acknowledged and confirmed and as a full and sufficient inducement to enter into this Agreement, the undersigned agree as follows:

1. **400 BEACH ROAD CONDOMINIUM** (hereinafter referred to as the "Association") through its Manager **ELLIOTT ENTERPRISES OF VERO BEACH, INC., doing business as ELLIOTT MERRILL COMMUNITY MANAGEMENT** (hereinafter referred to as the "Manager") is willing to offer certain services to its members, upon their request, which are not legal obligations of the Association, including but not limited to checking air conditioning systems periodically to confirm they are operating and checking condominium units periodically for obvious signs of water intrusion or leaks.

2. The undersigned, being the owner of a unit in **400 BEACH ROAD CONDOMINIUM**, wishes to avail himself of these additional services.

3. The Association and Manager do not wish to assume any liability as a result of the Association, through its Manager, voluntarily providing these services to its members; and the Association and the Manager will not provide such services unless the requesting member delivers to the Association this Release, Hold Harmless, and Indemnification Agreement.

4. As an express condition of the Association, Manager and their officers, directors, principals, employees and agents, providing the aforesaid services to the undersigned, the undersigned hereby remises, releases, acquits, satisfies, and forever discharges the Association and Manager and their respective officers, directors, principals, employees, and agents of, except to the extent of Managers gross negligence or willful misconduct, and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever in law or in equity, which the undersigned or any successor or assign of the undersigned ever had, now has, or hereafter can, shall, or may have against the Association or the Manager or either's respective officers, directors, principals, employees, or agents except to the extent of Managers gross negligence or willful misconduct, for, upon, or by reason of any matter, cause, or thing whatsoever arising directly or indirectly from any fact, condition, or occurrence of or pertaining to the performance of the Association or of Manager of the aforesaid services to the undersigned. The undersigned further indemnifies and holds the Association and the Manager and their respective officers, directors, principals,

employees, and agents harmless for, from, and against any and all claims, demands, losses, expenses, attorney's fees, causes of action, judgments, lawsuits, proceedings, damages and liability which may arise directly or indirectly from any fact, condition or occurrence arising out of or pertaining to the performance of the Association or Manager of the services to the undersigned, and shall provide and pay for all of the costs and expense, including but not limited to legal representation, the defense of the Association or of the Manager or of their respective officers, directors, principals, employees, and agents for any lawsuit or proceeding that may be brought against them within the scope of this Agreement and shall keep them informed of the status of any such lawsuit or proceeding at any time.

DATE: \_\_\_\_\_, 2023.

Unit Owner(s):

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Unit No: \_\_\_\_\_

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF INDIAN RIVER )

I HEREBY CERTIFY that before me, a Notary Public, personally appeared \_\_\_\_\_, who is  personally known or  has produced \_\_\_\_\_ as identification, and is known to me to be the person(s) described in and who executed the foregoing instrument and who acknowledged before me that (s)he executed the same for the purposes therein set forth.

WITNESS my hand and official seal in the state and county last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Notary Public, State of Florida

(Affix Seal)