



COSTA DEL SOL ASSOCIATION, INC.

HOLIDAY GOLF CART PARADE – PARTICIPANT RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT

Event Date & Time: December 20, 2025 at 4:30 PM

Location: Costa del Sol Association, Inc., One Costa del Sol Blvd, Doral, Florida 33178

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING RELEASE OF LIABILITY.

In consideration of being permitted to participate in the Costa del Sol Holiday Golf Cart Parade ("Event"), I, the undersigned participant and/or parent/legal guardian (if applicable), hereby acknowledge, agree, and represent as follows:

1. Assumption of Risk

I understand that participation in the Event involves operating or riding in golf carts on community roads and common areas, and that such activities involve inherent and potential risks, including but not limited to accidents, collisions, equipment failure, falls, injuries to persons or property, and hazards created by other participants, pedestrians, decorations, lighting equipment, or weather conditions. I voluntarily assume **all inherent and foreseeable risks** associated with participation in the Event.

2. Safety Rules and Participant Responsibilities

I agree to follow all Event rules and safety guidelines, including but not limited to:

Before the Parade

- Comply with all local traffic laws, traffic rules, and noise regulations.
- Ensure decorations do not obstruct the driver's view or interfere with vehicle operation.
- Ensure all passengers are properly seated; no standing, hanging off, or children sitting on laps.
- Assign a sober driver; no driver shall operate a cart under the influence of alcohol or impairing substances.
- Secure all decorations safely using weatherproof materials.
- Equip golf carts with proper lighting and safe electrical connections for evening visibility.
- **The Association does not inspect, maintain, or certify the safety of any participant's golf cart or decorations. Participants are solely responsible for ensuring their cart is in safe operating condition.**

During the Parade

- Maintain formation and do not stop, dismount, or leave the route unless instructed by Event officials.
- Follow all instructions from parade organizers and safety personnel.
- Yield to pedestrians and maintain awareness of surroundings.
- If participating on behalf of any campaign or organization, ensure volunteers—not drivers—distribute materials ahead of the route.
- No items may be thrown or handed out from moving golf carts.

Decorations and Themes

- Decorations may include banners, flags, balloons, streamers, props, themed items, and lighting such as LED or string lights, provided they do not create safety hazards.
- Music and sound effects may be used at reasonable levels that do not impede driver awareness.

3. Release, Waiver, and Hold Harmless

By participating in the Event, I hereby **release, waive, discharge, and hold harmless** the **Costa del Sol Association, Inc., its Board of Directors, officers, employees, volunteers, agents, representatives, and affiliated entities** ("Released Parties") from any and all claims, liabilities, demands, actions, damages, injuries, losses, or expenses of any kind resulting from ordinary negligence which relate to:

- My participation in the Event
- My operation or use of a golf cart
- The actions of other participants or third parties
- Any incidents, accidents, or injuries occurring before, during, or after the Event
- Property damage to my cart, personal belongings, decorations, or other items

I understand and agree that I am **solely and fully responsible for any damages, injuries, or liabilities** arising from my participation or from the operation of my golf cart.

4. Indemnification

I agree to **indemnify and hold harmless** the Released Parties from any claims or demands made by any third party caused by my own negligence, misconduct, or violation of Event rules.

5. Fitness to Participate

I certify that I am physically able to participate and that my golf cart is in safe operating condition. I agree not to participate if impaired, unwell, or otherwise unable to operate safely.

6. Binding Effect

This agreement is intended to be **binding upon me, my heirs, executors, administrators, and assigns**, and shall be governed by the laws of the State of Florida.

7. Severability

If any portion of this Agreement is held invalid, the remainder shall continue in full force to the maximum extent permitted by law.

8. Acknowledgment

I HAVE READ AND FULLY UNDERSTAND THIS RELEASE, WAIVER OF LIABILITY, AND HOLD HARMLESS AGREEMENT. I AM AWARE THAT BY SIGNING IT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS DOCUMENT VOLUNTARILY AND OF MY OWN FREE WILL.

Participant Name: _____

Signature: _____

Date: _____

If participant is under 18:

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN:

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF COSTA DEL SOL ASSOCIATION AND THE RELEASED PARTIES DESCRIBED HEREIN USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM COSTA DEL SOL ASSOCIATION AND THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND COSTA DEL SOL ASSOCIATION AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Minor Participant Section

Minor Name: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____