

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE • 8875 HIDDEN RIVER PARKWAY • SUITE 270 • TAMPA, FLORIDA 33637

PERMISSION TO USE THE LEXINGTON OAKS COMMUNITY CENTER AND RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

1. Lexington Oaks Community Development District (the “CDD”) is the owner of a Community Center within Lexington Oaks recreational areas in Pasco County, Florida (the “Community Center”).
2. Lexington Oaks is a residential development.
3. Upon request, the CDD will consider the use of the Community Center by groups and other entities for limited purpose.
4. The undersigned, _____(the “Applicant”), has applied to the CDD to use the Community Center as follows:
5. The CDD has consented to the use of the Community Center by the Applicant, its agents, employees and invitees.
6. In consideration of the CDD’s permission to the Applicant, its agents, employees and invitees to use the Community Center, the Applicant, for itself, its agents, employees and invitees, and any person or entity claiming by or through them, releases, discharges and acquits the CDD, its agents or employees, for any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury and death) or property resulting in any way from, or in any fashion arising from, connected with or resulting in any way from the use of the Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this release of liability applies, without limitations, to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, its agents or employees.

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7. As further consideration for the CDD's permission to the Applicant, its agents, employees and invitees to use the Community Center, the Applicant, for itself, its representatives and assigns, agrees to defend, indemnify and hold harmless the CDD, its agents or employees, from any and all claims for loss, damage or injury of any nature whatsoever to person (including, but not limited to, personal injury or death) or property resulting from the use of the Community Center in whatever manner the loss, damage or injury may be caused and whether or not the loss, damage or injury may be caused, occasioned or contributed to by the negligence, sole or concurrent, of the CDD, its agents or employees; it being specifically understood and agreed that this agreement defend, indemnify and hold harmless applies, without limitation, to any and all claims for loss, injury or damage caused solely or partially by the negligence of the CDD, their agents or employees.

8. Should any provisions of this agreement be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal part, term or provision shall be deemed not a part of this agreement.

LEXINGTON OAKS COMMUNITY DEVELOPMENT DISTRICT

By: _____

It's: _____

Dated: _____

APPLICANT

By: _____

Dated: _____

RENTAL INFORMATION

Purpose: _____

Date: _____

Time: From _____ To _____

Approximate number of people: _____