



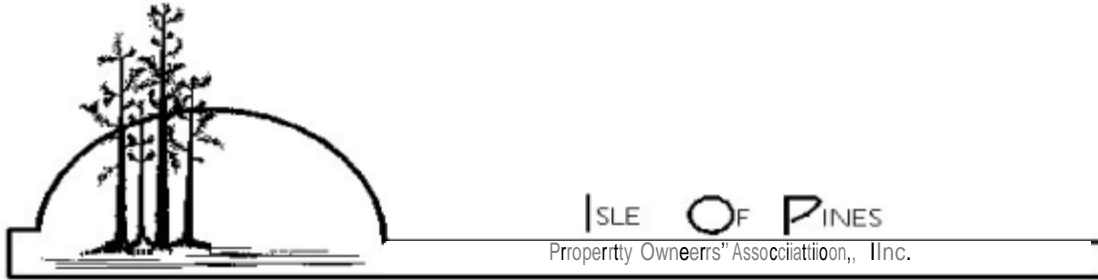
**PRIVATE FUNCTION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY**

|                            |                             |
|----------------------------|-----------------------------|
| Name:                      | Date and Time of Event:     |
| Best Contact Number/Email: | Number of people attending: |
| Description of Event:      |                             |

**Carefully read the Private Function Rules, Park Rules, and Release and Waiver of Liability attached to this Agreement before your event.**

**PRIVATE FUNCTIONS RULES:**

- You are responsible to ensure you and your guests adhere to all the private function and park rules and understand the release and waiver of liability included.**
- You must be 18 or older to reserve the park and facilities.
- A permit must be signed for all private functions.
- Maximum of 50 guests per function, unless exception is granted. This is strictly enforced. If exception is granted you are required to rent port-o-lets based on number of guests.
- Maximum of five weekend functions per month, including IOP sponsored events, will be approved. Weekday functions may be booked anytime upon member's request.
- NO COMPANY FUNCTIONS ALLOWED
- All garbage must be bagged and removed from the Park the same day or deposit will be kept. Trashcans must be lined with 55 gallon heavy duty liners after garbage is removed .**
- Members are responsible for the conduct of their guests.**
- \$75.00 deposit is required when obtaining permit. Deposit will be returned after verification that park has been left clean, no damages were done, and any Association borrowed equipment has been cleaned and returned in proper working order.

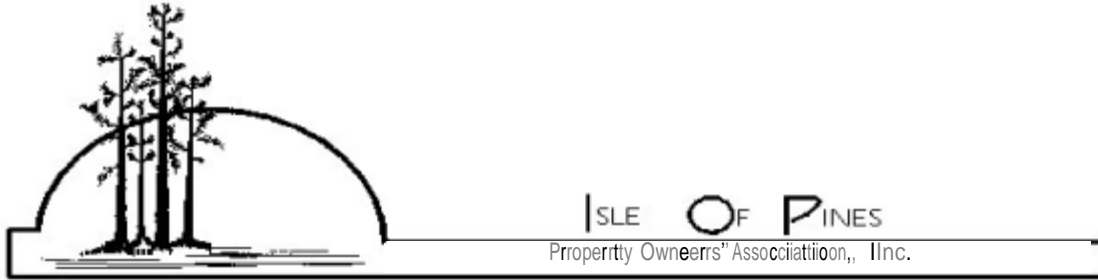


## PRIVATE FUNCTION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY

10. **'Reserved Party in Progress'** sign must hang from gate during function. Sign available from the Association Secretary.
11. ***Members and their guests should be mindful that the park is still available to all members during private functions.***

### PARK RULES:

1. Use of facilities is at your own risk.
2. Open / Close Times are as follows:
  - a. Weeknights (Sunday through Thursday): Open: Dawn to 9 pm
  - b. Weekends (Friday & Saturday): Open: Dawn to 9 pm. After Dusk you must be 18yrs or older or accompanied by an adult.
  - c. Boat launching and retrieval activities are exempt from park closing times.
  - d. City of Orlando and Orange County 10 p.m. noise ordinance applies.
3. The Isle of Pines Property Owner's Association is not responsible for personal injury and/or damage to the property of members or guests.
4. The Association is not responsible for any personal items left on or taken off the property.
5. **Use is for members of the Association and their *accompanied* guests only. Residents of IOP that are not members cannot be guests at a private event. Members must not loan their key to a non-member for any reason. \_\_\_\_\_ Initials**
6. An adult must accompany children 12 years of age and under.
7. NO PETS ALLOWED.
8. No diving, running or jumping from dock. All bikes, scooters, skateboards, etc. are to be kept off the dock.
9. All garbage must be bagged and removed from Park.
10. Gates are to be locked upon entering and leaving and remain locked at all times unless a Board sanctioned function is taking place.
11. Members desiring to have a private function must execute a private function permit which can be obtained from the Association secretary.
12. No camping or open fires or fireworks allowed in the park
13. Use consideration towards surrounding neighbors (i.e., abusive language or conduct, loud music, vehicles or watercraft).
14. Any member found damaging or destroying Association property will be responsible for repair.



PRIVATE FUNCTION AGREEMENT AND RELEASE AND WAIVER OF LIABILITY

15. Absolutely NO boats are allowed in the swim area at any time. Airboats must maintain idle speed within 300 feet of Association property.
16. Designated parking is east of the playground area and continues to the main gate. Parking Past the well to the right is designated car or truck and trailer parking.
17. Any member found not in compliance with the above listed rules risks forfeiture of all deposits and/or the revocation of their membership, at the discretion of the Board. Membership may be reinstated after Board review.

RELEASE AND WAIVER OF LIABILITY

By signing this agreement, I hereby forever release the Isle of Pines Property Owner's Association, Inc., and its respective directors, officers, employees, volunteers, agents, contractors, and representatives from any and all actions, claims, or demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) my participation in this private function, (ii) the negligence or other acts, whether directly connected to that function or not, and however caused, (iii) the condition of the premises where the function occurs, whether or not I am then participating. I also agree that I, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of the Isle of Pines Property Owner's Association, Inc., and its respective directors, officers, employees, volunteers, agents, contractors, and representatives in connection with any of the matters covered by the foregoing release.

I HAVE CAREFULLY READ THE PRIVATE FUNCTION AGREEMENT, PARK RULES, AND RELEASE AND WAIVER OF LIABILITY AND FULLY UNDERSTAND THE CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE ISLE OF PINES PROPERTY OWNER'S ASSOCIATION, INC.

Signature:

Today's Date: