

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between Tavistock District Association, Inc., (hereinafter referred to as “Association”) and \_\_\_\_\_ (hereinafter referred to as “Participant”):

WHEREAS, Association is that certain not-for-profit corporation designated by the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Tavistock Residential District as recorded in Official Records Book 5553, Page 6472 at Public Records of Brevard County, Florida, as amended, (“Declaration”) as the entity responsible for administration of the affairs of the Tavistock Community, including, but not limited to, maintenance of the Common Areas as defined by the Declaration, and insuring and protecting the same; and

WHEREAS, Participant will participate in that certain “5K Run” organized by L3Harris Communications and commonly referred to as the “L3Harris United Way Spooky 5k” (hereinafter “5K”); and

WHEREAS, the 5K is desirous of allowing those participating in the 5K to utilize pedestrian paths or sidewalks generally located along Tavistock Drive in Viera, Florida, and which constitute common areas of the Tavistock Community, and therefore owned and maintained by Association (hereinafter “sidewalks”); and

WHEREAS Association is not willing to allow the 5K to utilize the sidewalks absent an express agreement on the part of those taking part in the 5K to indemnify and hold Association harmless from all possible perils, accidents or injuries which may arise out of or relate to Participant’s participation in the 5K by using the sidewalks; and

WHEREAS, Participant is willing to grant such an agreement to indemnify and hold harmless.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1.     **Hold Harmless:**     Participant shall assume and be responsible for, and shall indemnify and hold Association harmless from any and all claims and demands for damages or for compensation for injuries or accidents to persons, animals, materials, tangible and real property of Participant, due or claimed to be due, either directly or indirectly due to the 5K and Participant's use of the sidewalks. Participant shall assume all risk associated with the 5K, including use of the sidewalks. Participant expressly recognizes that this agreement to indemnify and hold Association harmless is a material inducement, condition, and consideration for Association agreeing to allow Participant to utilize the sidewalks as part of the 5K.
2.     **Effective Date:**     This Agreement shall be effective and deemed to be in full force and effect as of the date it is executed by Participant.
3.     **Enforcement; No Waiver of Rights:**     Association and Participant shall be governed by and shall comply with the terms of this Agreement. This Agreement shall be governed by the laws of the State of Florida. In the event either party fails to comply, the other party shall have the right to proceed in court to require or enjoin the other party's performance and compliance with the terms and conditions of this Agreement, to sue for monetary damages, or to otherwise seek a declaration of the rights of the parties under this Agreement. Venue for any action to enforce this Agreement shall rest in the

courts of Brevard County, Florida. In any proceeding arising hereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorney's fees, both pre-trial and post-trial, including any incurred on appeal. The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of such party's right to do so thereafter.

4. **Headings:** The section headings provided herein are for convenience only and shall not be construed as defining, limiting or altering the contents of this Agreement.

5. **Amendment or Modification:** This Agreement may only be amended or modified through execution of a written instrument executed by the Association and Participant, or their respective successors or assigns.

6. **Covenant to Cooperate:** The parties expressly covenant and agree to execute such other documents as may be necessary to effectuate and carry out the intent of this agreement.

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PARTICIPANT

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PRINT NAME

DATE:

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TAVISTOCK DISTRICT ASSOCIATION, INC.

BY:

ITS: