



Positano Place at Naples Master Association, Inc.

Release and Indemnification - Use of Alcoholic Beverages

I, _____, owner or resident of Unit No. _____ in Positano Place at Naples Master Association, Inc., hereby agrees to accept the responsibility for a private party to be scheduled at the Positano Place Clubhouse on the ____ day of _____ 20__.

Initial

- () If alcoholic beverages are served/consumed at the Clubhouse, it shall be done within the Clubhouse and surrounding area. Alcohol shall be served only to those who are of legal age. The sale of alcoholic beverages is prohibited, including sale by a ticket of admission to an event at the Clubhouse or on a per drink basis or by any other similar means.
- () In no event shall alcoholic beverages be consumed at the Clubhouse by someone under the age of twenty-one (21).
- () I assume all responsibility, risks, liabilities and hazards incidental to the serving or presence of alcoholic beverages at my event, and I hereby remise, release and forever discharge Positano Place at Naples Master Association, Inc., and its subsidiaries, agents, managers, representatives, directors, officers, successors, assigns, and any and all other associated entities or individuals (the "Released Parties") from any and all loss, claim, injury, demand, liability, damage, action, judgment, compensation, cost or expense of whatever nature, including, but not limited to, claims for property damage, personal injury, or death, when such injury or damage shall relate to or result from, arise out of, or be attributable in any way to my event or the service or presence of alcoholic beverages at my event.
- () I hereby further agree to indemnify and hold harmless Positano Place at Naples Master Association, Inc. and the Released Parties from any and all actions, causes of action, liability, claims and demands whatsoever, including for property damage personal injury, death or other claim, suits, debts, judgments in law or equity, losses, costs of defense and reasonable attorneys' fees incurred therein, upon or reason of any illness, injury, damage or loss which may be sustained by the Released Parties, which are caused by, arise from, are related to or are the result of, in whole or in part, my event or the service or presence of alcoholic beverages at my event.
- () If alcohol is consumed by an adult, while their child is in the pool, I acknowledge that the adult consuming alcohol will be asked to leave immediately.

SIGNATURE

DATE: _____