TERRENO
BY DiVOSTA®

WAIVER & RELEASE OF LIABILITY

THIS DOCUMENT WAIVES CERTAIN LEGAL RIGHTS. READ IT CAREFULLY.

In consideration for the privilege to use all amenities and participate in all activities, classes and programs within the residential community of Terreno, including all associated facilities and amenities (collectively, the "**Facility**"), I hereby waive, release, and agree not-to-sue DiVosta Homes, L.P., Terreno Homeowners Association, Inc., Terreno/Valencia Recreation Association, Inc., Hampton Lifestyles, LLC, Hampton Golf, Inc., and Pulte Home Company, LLC, and each of their respective subsidiaries, affiliates, shareholders/members (as applicable), owners, officers, directors, partners, agents, representatives, and employees, successors, and assigns (collectively, the "**Releasees**") for, from and against any and all past, present, and future liabilities, obligations, judgements, causes of action, damages, losses, claims, demands, costs, or expenses (collectively, "**Claims**") that may be made by me, my family, estate, heirs, and/or assigns for all injuries and damages, including without limitation, property damage, personal injury and/or wrongful death arising from or alleged to have arisen as a result of my use of any amenity or my participation in any activity or program at the Facility, wherever, whenever, or however the same may occur. I understand and agree that Releasees are not responsible for any injury or property damage arising out of, or alleged to have arisen from the use of any amenity or participation in any activity or program at the Facility, even if caused by negligence, gross negligence, or willful misconduct of Releasees. Furthermore, in exchange for the privilege to use all of the amenities and to participate in all of the activities, classes and programs at the Facility, I hereby release any right to any Claims against Releasees related to my use and participation at the Facility.

I am aware that the use of all amenities and my participation in all activities, classes and programs at the Facility, including, but not limited to, those related to fitness (e.g., strength, flexibility, and aerobic exercise), sports (e.g., tennis, pickleball and bocce) and swimming, may be inherently dangerous activities, and I understand that such use and participation may involve a risk and exposure, both known and unanticipated, of illness, harm, injury, and/or death. I am voluntarily using all amenities and participating in all activities, classes and programs at the Facility with the knowledge of the dangers involved. I hereby agree to expressly assume and accept all risks associated with my use of all amenities and my participation in all activities, classes and programs at the Facility. Furthermore, I hereby declare myself to be physically sound and suffering from no condition that would prevent my use of any amenities or my participation in any activity, class or program at the Facility. I acknowledge that I have been informed of the need for a physician's examination and approval for my use of all amenities and my participation in all activities, classes and programs at the Facility, and as a result, I hereby acknowledge that I have had a physical examination and my physician has given me approval to use all amenities and participate in all activities, classes and programs at the Facility, or I have decided to use the amenities and

participate in the activities, classes and programs at the Facility without the approval of my physician and assume all risks associated with my use and participation.

By signing this waiver, I acknowledge that areas of the community or property in the proximity of the community may contain wildlife, including, but not limited to, insects, alligators, coyotes, bobcats, panthers, possums, armadillos, raccoons, snakes, ducks, deer, swine, turkeys, bears, birds of prey, rodents, and foxes. The Releasees shall have no responsibility for monitoring or controlling such wildlife or notifying any person (including, but not limited to, homeowners and residents) of the presence of such wildlife. Each homeowner, resident, tenant, all other occupants of homes, guests and invitees are responsible for their own safety and to be aware of their surroundings.

I understand that this Waiver & Release of Liability (this "**Waiver**") is intended to be as broad and inclusive as permitted by the laws of the State of Florida and agree that if any portion of this Waiver is invalid, the remainder will continue in full legal force and effect. I further agree that any legal proceedings related to this matter will take place exclusively in Collier County, Florida.

I am of legal age (18 years or older), and I am freely signing this Waiver. I have read this Waiver in its entirety and understand that by signing this Waiver, I am giving up legal rights and remedies on behalf of myself, my family, estate, heirs, and/or assigns.

Signature: _____

Print Name: _____

Date: _____

Member #: _____