

COLONY PARK CITIHOMES II CONDOMINIUM ASSOCIATION, INC.
COLONY PARK CITIHOMES I CONDOMINIUM ASSOCIATION, INC.
COLONY PARK MASTER CONDOMINIUM ASSOCIATION, INC.

USE OF SWIMMING POOL
RELEASE AND ACKNOWLEDGMENT

This Release and Acknowledgment is made on the date noted below by the undersigned in favor of the Colony Park CitiHomes II Condominium Association, Inc., the Colony Park CitiHomes I Condominium Association, Inc. and the Colony Park Master Condominium Association Inc. ("Master Association") (together referred to as the "Associations"), their officers, directors, agents and employees. In consideration of the Associations' agreement to permit me and/or my minor child or children to use and swim in the Associations' swimming pool and pool facilities (Pool") without Association supervision, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree and acknowledge, on behalf of myself and my child/children, as follows:

1. I understand that the Associations are making an accommodation for me in allowing me and/or my minor child or children to use Pool and facilities while not supervised by the Associations, on the terms specified herein, as a courtesy to me;
2. I understand that swimming poses inherent risks, and I assume all responsibility for the conduct, health and safety of myself and/or my child or children while using the Pool or pool facilities without Association supervision, except as provided herein;
3. I agree that my and/or my child's or children's use of the pool and facilities will be in full compliance with all published regulations of the Master Association, city and county ordinance and with customary safe and lawful practices;
4. The Associations, their officers, directors, agents and employees ("Released Parties") are not responsible or liable for any accident, injury, harm or other loss that might occur to me or any of my children resulting in any way from, or in connection with, the use of the Pool for the purposes contemplated herein, except respectively for such as may be caused by the sole gross negligence or willful misconduct of the Master Association;
5. On behalf of myself and my child or children, I hereby forever and fully remise, release, acquit, discharge and indemnify the Released Parties of and from any and all causes of action, claims, suits, counterclaims, damages and demands of whatever kind and nature, known or unknown, anticipated or unanticipated, related to use of the Pool and pool facilities without Association supervision, except as may be caused by the sole gross negligence or willful misconduct of the Master Association; and

I hereby execute this Release on the date written below.

IN WITNESS WHEREOF, this _____ day of _____, 2006.

Signature: _____ Please Print Name, Address _____

Signature: _____ Please Print Name, Address: _____

[NOTE: IN THE CASE OF PARENTS ON BEHALF OF A CHILD, BOTH PARENTS MUST SIGN RELEASE]

Sworn to and subscribed to
before me this ___ day of
_____, 2006.

Witness