

RELEASE

By signing below and, I, _____ (Name) as owner of _____ (Unit Number) ("Unit") at Palm Beach Resort acknowledge and agree to the following:

1. Palm Beach Resort, located at 22984 Perdido Beach Blvd in Orange Beach, Alabama (the "Resort"), suffered significant damage as a result of Hurricane Sally that passed through the area on September 16, 2020. The damage has caused various potential hazards throughout the Resort. It has been recommended access to the Resort by owners and the general public be limited.
2. I, as an owner at the Resort, will be allowed to enter my unit upon the following conditions:
 - a. I will access my Unit on _____ (date) at _____ (time);
 - b. A staff member of the management company will be required to accompany me to my Unit;
 - c. I will only be allowed access to my Unit for thirty (30) minutes;
 - d. I will be the only owner allowed to access my Unit and this will be the only time I am allowed to gain access;
 - e. No children under the age of 18 will be allowed to access the Unit or Resort; and
 - f. I will not talk with the construction crew or workers while I am on the property, and I will not interfere with or disturb the contractor's work in any way.
3. I understand that the conditions of access stated herein shall only apply while construction is ongoing and/or the hazards persist.
4. I hereby agree, on behalf of myself, my heirs and my personal/legal representatives, do fully and forever discharge and release Palm Beach Condominium Owners Association, Inc. and Patton Hospitality Management, Inc. and their affiliates, assigns, and their respective officers, directors, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to myself as a result of my access to the Resort and my Unit as stated herein, whether caused by the negligence of the Released Parties by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all personal injuries, temporary or permanent disability, death, and/or property damage/loss sustained by me while accessing the Resort and my Unit as stated herein.
5. I agree, for myself and all of my heirs and personal/legal representatives, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my personal/legal representatives may have as a result of any personal injury, death or property damage/loss I may sustain while at the Resort, whether caused by the negligence of the Released Parties or otherwise.
6. I hereby agree to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any personal injury, loss of life or damage to property sustained by reason of or arising out of my access to the Resort or my Unit as stated herein, whether caused by the negligence of Released Parties or otherwise.

7. The Released Parties assume no responsibility or liability for the acts or omissions of any person who may be accessing or working on the property at time I access my Unit and the Resort as provided herein.
8. This Release agreement will be governed by and interpreted in accordance with the laws of the State of Alabama without giving effect to the principles of conflicts of law of such state. I agree that any action arising out of this Release must be brought exclusively in any state or federal court located in Baldwin County, Alabama.
9. No waiver of any term or right in this Release shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.
10. If any provision or portion of this Release shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.
11. Entire Agreement; Modification; Binding Effect. This Release is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this agreement shall be valid unless in writing and signed by authorized representatives of the parties. This agreement shall be binding upon and inure to the benefit of the successors, assigns, and legal representatives of the parties.
12. I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND ENTER THIS AGREEMENT FREELY AND VOLUNTARILY.

Owner Signature: _____