

PARTICIPATION AGREEMENT

(Includes **Assumption of Risk, Indemnity, Unconditional Release** and **Waiver of Liability**)

Please read this document carefully and in its entirety. It is a binding Agreement that contains important information including provisions that will or might limit your legal remedies and rights. To the extent that you are unclear about the meaning or effect of this language, please seek the appropriate legal consultation, before you execute this binding Agreement.

GENERALLY

The tennis/pickleball court, fitness center, Pacifica Vista Park, and related facilities, located inside of Costa Verde Estates, are hereinafter collectively referred to as “Costa Verde Facilities”.

This agreement must be signed by all adult (eighteen and older) persons and/or the Parent or guardian of a minor, who are using, driving and/or walking to or from the Costa Verde Facilities, who are supervising and/or traveling to the Costa Verde Facilities, driving on the roads, common areas and properties or engaging in any activities on or in Costa Verde Estates, all of whom are collectively hereinafter referred to as (“Participant(s)”).

The parties to this agreement are Costa Verde Estates, Costa Verde Estates POA, its members and Costa Verde Estates landowners, all of whom are hereinafter collectively referenced as (“CVE”) and the Participants. Collectively, CVE and the Participants are hereinafter referred to as the (“Parties”).

If, the Participant is a minor, at least one parent or legal guardian, hereinafter referred to as (“Parent”), must sign, as evidence of his/her agreement to the terms, conditions and covenants of this Participation agreement, hereinafter referred to as the (“Agreement”), for themselves and on behalf of the minor Participant.

Participants, as used in this Agreement shall additionally refer to person(s) engaged in any activity related to or revolving around the Costa Verde Facilities, assisting in and/or observing in any activity and/or person(s) otherwise on Costa Verde Estates premises, including but not limited to, driving on or being a passenger in a vehicle on Costa Verde Estates property.

AGREEMENT

This Agreement is by and between Participant and CVE, wherein the Parties do hereby agree for valuable consideration, including but not limited to, being allowed entrance into Costa Verde Estates, the use of the Costa Verde Facilities and for other valuable consideration, receipt of which is acknowledged by their signatures below, do hereby **ACKNOWLEDGE** and **AGREE** as follows:

The Participant acknowledges and agrees they are solely being granted access into Costa Verde Estates in order to traverse to and from the Costa Verde Facilities in order for them to use

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the Costa Verde Facilities, pursuant to the Costa Verde Facilities policies, procedures and the Costa Verde Facilities usage agreement, all which are attached hereto and incorporated herein as though fully set forth herein by this reference.

The Participant acknowledges and agrees that walking and/or driving on any Costa Verde Estates common area roads which are unnecessary to travel to and from the Costa Verde Facilities or directly related to the use of the Costa Verde Facilities is strictly prohibited and shall constitute a material breach and violation of this Agreement.

The Participant further acknowledges and agrees traveling upon any Costa Verde Estates common areas roads which are unnecessary for traveling to and from the Costa Verde Facilities shall automatically and without further notice to Participant, terminate Participants rights to future access into Costa Verde Estates and their further use of the Costa Verde Facilities. The Participant acknowledges and agrees in the event this Agreement is automatically terminated, as provided for herein, shall result in the immediate and automatic forfeiture of any and all fees paid to CVE by Participant to use the Costa Verde Facilities, without CVE being required to provide any notice to Participant and Participants right to any and all damages or claims, as well as, reimbursement for any unused portion of the prepaid Costa Verde Facilities fee.

The Participant further acknowledges and agrees that CVE has the right to unilaterally and without cause or notice to the Participant deny them, at any time and for whatever reason, access to and through CVE without any liability whatsoever to Participant, except as provided for herein.

In the event CVE unilaterally and without cause terminates this Agreement, the Participant agrees their sole and only remedy as against CVE shall be for the reimbursement to Participant of any unused monthly fees Costa Verde Facilities usage fees.

The Participants understands Costa Verde Estates does not have medical personnel or medical treatment available to Participants or visitors; and, that CVE has no obligation to contact medical or emergency personnel or to make arrangements for medical or emergency care and treatment for themselves or their guests.

The Participants understands and agrees that CVE does not have an obligation, either expressed or implied, to contact Participants emergency contacts under any circumstances, pursuant to any term contained within this Agreement.

ACTIVITES and RISKS

This Agreement applies to any and all activities revolving around or related to the use of the Costa Verde Facilities, driving to and from the Costa Verde Facilities, walking to or from the Costa Verde Facilities, as well as the traversing on Costa Verde Estates Common Areas, land, properties or facilities.

Participant further understands, acknowledges and agrees that they and guests must follow all known and unknown Costa Verde Estates policies, rules and regulations at all times and have explained these responsibilities to all involved, either directly or indirectly.

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Participants acknowledge being advised that driving on Costa Verde Estates common area roads are dangerous and involve a risk of serious injury or death, even with the exercise of due care. The Costa Verde Estates common area roads are in the mountains, they are dirt, potentially unevenly banked, in need of repairs, have dirt bumpers and are without any warning signs being posted of any dangerous or potentially dangerous or hazardous road conditions, as well as, the lack of road barriers to prevent their vehicle from driving off of a Costa Verde Estates common area road and potentially down a mountain. Participants have the responsibility for managing these risks and potentially harmful and dangerous conditions, including but not limited to, not using Costa Verde Estates roads or facilities.

Participants acknowledges and understands the Costa Verde Facilities concrete court is in need of repairs, as might the ball thrower, tennis net and their related structures and that CVE has not committed to repairing or correcting said dangerous or potentially dangerous or hazardous conditions.

The above list of hazards, potential or otherwise, are illustrative only and do not contain all of the relevant risks a Participant will encounter or assume, pursuant to this Agreement.

ASSUMPTION of RISKS

Participant with full knowledge and understanding of the above hereby agrees to assume, expressly and through this Agreement, the risks described above, potential or otherwise and their inherency, and all other risks, known and unknown, inherent and otherwise, as may be encountered. Participant expressly and unconditionally, accepts and assumes all the risks, known and unknown, inherent or not, described herein and those which are not described herein.

Participant acknowledges, understands and appreciates the risks that are inherent in driving on Costa Verde Estate roads, walking to and from the Costa Verde Facilities, the Costa Verde Facilities infrastructure and by the use of the Costa Verde Facilities and expressly assumes these risks.

Participant further acknowledges and knowingly and voluntarily agrees by their signature below to assume all of such risks contained herein, either expressly or by implication, as well as Participant understands they are ultimately responsible for their own and for the safety of others.

HOLD HARMLESS, RELEASE and INDEMNITY

Participant for themselves, their guests and on behalf of minor Participant, to the maximum extent allowed by Law, Statute or regulation does hereby agrees to release and discharge CVE, their agents, owners, employees, representatives, successors and assigns, collectively hereinafter referred to as "Released Parties" from any and all claims, liabilities, damages and losses asserted by or on behalf of them, minor Participants or guests, in any way arising from or in connection with them being on Costa Verde Estates property, from any negligence of CVE, by the use of the Costa Verde Facilities, by traveling to and from the Costa Verde Facilities, the use of equipment and other items related to the Costa Verde Facilities, CVE

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negligence either by act, omission, error or otherwise, or otherwise by my moving about CVE, by transportation, including walking within Costa Verde Estates. Participant understands in signing this Agreement, they surrender, waive or otherwise relinquish their, right(s) to make any claim or file a lawsuit against Release Party for personal injury, property damage, wrongful death, or liability under any theory, negligent or contractual, to the maximum extent allowed by law, statute, rule and/or regulation.

Participant further understands and agrees, if any of the provisions contained herein are deemed unenforceable or void, as a matter of law, or equity, the remaining provisions of this Agreement shall remain in full force and effect.

Participant further understands and agrees to hold harmless and Indemnify (that is, defend and either pay or reimburse) CVE and any other Released Party from any claim and from any liability, loss, damages or expenses (including attorney fees, costs and medical or emergency expenses) related to or resulting from any claim brought by Participant, a co-Participant, rescuer or any other person for loss or damage caused Participant, guest or minor child, in any way arising out of Participants use of Costa Verde Estates facilities, common area roads, the Costa Verde Facilities or otherwise by moving about Costa Verde Estates by vehicle, foot or cycle.

This Agreement of release and indemnity include any loss, damage or expense claims alleged to have been caused in whole or in part by the negligence of Released Party.

Participant further agrees to be responsible all medical and emergency expenses, damages and transportation fees and other healthcare related expenses and costs related to or resulting from my entrance into CVE property or by the use or transportation to and from the Costa Verde Facilities, any other location within Costa Verde Estates and the Costa Verde Facilities.

DISPUTE RESOLUTION

Participants agree to engage in good faith efforts to mediate any dispute that might arise between them, the minor child and Released Party. Should the issue not be resolved in mediation, Participant agrees that all disputes, controversies, or claims between the Parties shall be submitted to Binding Arbitration in accordance with the Laws of the Costa Rican Arbitration Association or similar recognized organization or entity and Costa Rican law, statutes or regulations then in effect.

Participant agree the interpretation of this Agreement and any dispute between a Released Party and Participant or Parent shall be governed by the Laws, rules, statutes and regulations of Costa Rica and any Mediation or Arbitration shall take place in the judicial area of Escalarles, Costa Rica or in the next nearest judicial jurisdiction in which a court of competent jurisdiction is located.

This Agreement shall apply to Participants participation in any activities within Costa Verde Estates or from the use of Costa Verde Estates facilities and for current and all future visits to Costa Verde Estates, as provided for within this Agreement and applicable laws, regulations and statutes.

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Participant represents they have carefully read, understands, agrees and voluntarily signs this Agreement and acknowledges it shall be effective and binding upon me, my minor child or ward who is a Participant, my or my child's, family, heirs, executors, administrators and representatives to the fullest extent allowed by law. Participant agrees the terms, conditions and covenants contained herein are to be as broad and inclusively interpreted as is permitted by applicable law, rule, statute and/or regulation and that if any portion of this Agreement is deemed to be invalid, void, voidable, unlawful or unenforceable, the other provisions shall remain in full force and effect. In this regard, any invalid, unlawful or unenforceable provision or language is severable without consequence to the remaining provisions and language of this Agreement.

SUCCESSION, ASSIGNMENT, GOVERNING LAW

This Agreement shall be binding on Participant heirs, agents, executors and administrators and shall inure to the benefit of CVE and its assignees. CVE has the right to assign this Agreement without Notice to Participant, Participant agrees they have no right to assign this Agreement.

The Participant agrees this Agreement shall be governed by and interpreted pursuant to the laws, codes, regulations, rules and statutes of Costa Rica and any actions shall be maintained in Costa Rica, San Isidro judicial district, if possible or as provided for herein.

ACKNOWLEDGEMENTS and SIGNATURES

Participant acknowledges, understands and agrees that by executing this Agreement that Participant is releasing claims, rights and actions and giving up substantial rights, including potentially the right to sue, and with that understanding, this Agreement is agreed to and signed this ____ day of _____, 20____ in Escalares, Costa Rica.

PARTICIPANT:

Participant's Signature: _____

Participant's full name: _____

Participant's Cedula or Passport Number: _____

Participant's full address: _____

Participant's phone number: _____

Participant's email address: _____

Participant's emergency contact and emergency phone number: _____

CVE:

On Behalf of CVE

INITIALS: _____