

Proposed Resolution for BCI BOD re: Tool Garage – June 2018

Whereas: Our insurance agent informed us that lending Association-owned tools opens us to an insurance exposure that is avoidable and would not be acceptable to our insurance carrier;

Be It Resolved: That the following actions have been or are to be taken immediately to mitigate our insurance exposure:

1. Divest the high-risk electric tools including the table saw and the radial arm saw;
2. Change the tool garage access code;
3. Require any resident who wishes to gain access to the tool garage to sign the Waiver of Liability and Hold Harmless Agreement and the Briar Creek Tools Usage Agreement (as attached) before being given the new access code.

Attachment:

Waiver of Liability and Hold Harmless Agreement; Briar Creek Tools Usage Agreement

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to borrow and use the tools and construction materials (hereinafter referred to as **TOOLS**) owned, loaned or given by Briar Creek Mobile Home Community I, Inc. (hereinafter referred to as **THE COMMUNITY**), I hereby **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE THE COMMUNITY**, its Directors, Officers, agents, servants, volunteers, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or others, or any of the property belonging to me or others, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, while engaging in said activity, **WHETHER IN, ON OR UPON THE PREMISES OF THE COMMUNITY OR OTHERWISE**.

2. I am fully aware of the unusual risks involved and hazards connected with borrowing, using, transporting, maintaining and storing the **TOOLS**. I hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me, to others, or to my property or the property of others. **I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me or others, or any loss or damage to property owned by me or others, as a result of being engaged in said activity, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE**.

3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS** the **RELEASEES** from any loss, liability, damage or costs, including court costs and attorney fees, that they may incur due to my participation in said activity, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES OR OTHERWISE**.

4. I understand that **THE COMMUNITY** does not maintain any insurance policy covering any circumstance arising from my participation in said activity. As such, I am aware that I should review my personal insurance portfolio.

5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE** the above-named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Florida.

6. **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

Signed on this _____ day of _____, _____.

Printed Name: _____ Signature: _____

Address: _____ Phone Number: _____

BRIAR CREEK TOOLS USAGE AGREEMENT

I agree to the following rules for use of the tool garage, tools and construction materials:

1. I will not give access to the tool garage or give the tool garage access code to anyone else.
2. I will sign out and in the tools I borrow and return the same tools that I borrowed in the same condition.
3. I will replace any tools that I damage or lose.
4. I will not use the tools or construction materials for business purposes.
5. I will not drop off donations in the tool garage. (Give them to BC Mart personnel, when open or by appointment.)

Printed Name: _____ Signature: _____