RELEASE, INDEMNITY AND WAIVER OF LIABILITY BY PROPERTY OWNER AND APPLICANT FOR BUILDING OR SITE CONSTRUCTION PERMIT

Releasor, listed below, hereby executes this General Release, Indemnity and Waiver of Liability (hereinafter referred to as "Release"), voluntarily, in order to proceed with development in accordance with development approvals for the project located at _____, before the end of the applicable appeal period.

In consideration of Seminole County's agreement to permit the authorized development activity to commence before the end of the applicable appeal period, I, the undersigned, on behalf of myself, officers, representatives, assigns and heirs do freely agree to and make the following representations and agreements.

1. I have full and complete authority to make the affirmations, agreements, promises, covenants and commitments herein and to forever make them binding with regard to the property that is the subject of my building or site construction permit application.
2. I assume any and all risk relative to commencement of development activity before the end of the applicable period.
3. I covenant not to sue and agree to release, waive and discharge Seminole County, its officers, employees, representatives and agents from all liability or claims to me, my officers, representatives, assigns, and heirs for all damages, economic and non-economic losses, and any rights or claims that may arise directly or indirectly in connection with my proceeding with development before the end of the applicable appeal period.
4. I agree to indemnify and hold Seminole County, its officers, employees, representatives and agents harmless from and against any claim, demand, or cause of action of whatsoever kind or nature, including liability for any accident or occurrence, development and/or construction expenses, removal and destruction expenses, and attorney's fees and costs which may occur as a result of proceeding with development before the end of the applicable appeal period.
5. I agree that this Release is governed by the laws of the State of Florida and venue shall lie in Seminole County.

_____
Signature of Releasor

_____
Print Name of Releasor

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____, □ who is/are personally known to me or □ who has/have produced _____ and _____, respectively, as identification.

[NOTARY SEAL]

_____
Notary Public in and for the County
and State Aforementioned

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