



ASSUMPTION OF RISKS WAIVER OF CLAIMS INDEMNITY AND RELEASE OF LIABILITY AGREEMENT

In consideration for my being permitted to participate in the activities provided by NAPLES RESERVE (the "Community"), I agree to the following Waiver, Indemnity, and Release Agreement (the "Agreement"):

I acknowledge that all activities provided by the Community, both on the premises of the Community, and off the premises of the Community, including, but not limited, to kayaking, canoeing, use of the swimming pool, golf course, tennis courts, bocce court, gym, boat tours, fitness classes, guided bike tours, happy hour excursions, and guided bus tours (each an "Activity" and collectively, the "Activities") have inherent risks, hazards, and dangers for anyone that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION: (a) water hazards in boating or wading in the lakes and rivers may result in bodily injury or illness including drowning, and (b) injuries or illness that may be caused by the negligence of other residents or participants and by employees, officers, directors and shareholders of the Community, Istar Inc., KW Property Management & Consulting, LLC, or other participants. While engaging in some of these Activities, there may be encounters with wildlife, temperature extremes, inclement weather conditions, road hazards, and unavailability of immediate medical attention in case of injury.

I understand the risks, hazards, and dangers of these Activities and that these Activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these Activities safely. I understand that I have responsibilities. My participation in this Activity is purely voluntary. No one is forcing me to participate and I elect to participate despite the risks. I AM VOLUNTARILY USING THE SERVICES OF THE COMMUNITY WITH KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

The Community may take PHOTOGRAPHS and other images of me participating in these activities. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images and I consent to the Community using or publishing those images for any purposes in connection with marketing the Community but not otherwise.

Further, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE, RELEASE AND HOLD HARMLESS THE ISTAR, INC., AND KW PROPERTY MANAGEMENT & CONSULTING, LLC, and their respective employees, officers, directors and shareholders from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this Activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of the COMMUNITY ISTAR, INC., AND KW PROPERTY MANAGEMENT & CONSULTING, LLC, or any of their employees, officers,

directors and shareholders. I, for myself, my heirs, my successors, executors, and subrogates further agree not to sue or seek recovery from the COMMUNITY, ISTAR INC., AND KW PROPERTY MANAGEMENT & CONSULTING LLC, or any of their employees, agents, officers, director and shareholders, as a result of any loss, claims, damages, property damage, injury, paralysis, or death suffered in connection with my use and participation in these Activities.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby hold harmless and indemnify the COMMUNITY, ISTAR INC., AND KW PROPERTY MANAGEMENT & CONSULTING, LLC, or any of their employees, agents, officers, directors and shareholders, from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.

Any litigation involving me or the named parties in this Agreement shall be brought solely in the County where the Community is located and governed solely by Florida law.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE COMMUNITY, ISTAR INC., AND KW PROPERTY MANAGEMENT & CONSULTING, OR ANY OF THEIR EMPLOYEES, OFFICERS, DIRECTORS AND SHAREHOLDERS, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, OR ANY OTHER CAUSE ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES AND/OR USE OF THE EQUIPMENT PROVIDED. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

By signing below, I acknowledge that I have read and fully understand the foregoing Agreement, and I hereby voluntarily and intentionally waive any right I may have to a trial by jury with respect to any litigation (including, but not limited to, any claims, cross-claims, counter-claims, or third party claims) arising out of, under, or in connection with this Agreement, and irrespective of whether the claim in such litigation arises out of tort, contract or any other legal theory and the parties hereto expressly consent to a non-jury trial in the event of any of the foregoing.

Date: _____

Print Name of Participant: _____

Participant's Signature: _____

Resident's Naples Reserve Address: _____

Signature of Parent or Guardian: _____

(Required if participant is less than 18 years of age)

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Electric Duffy Boat Driving

(Only owners are permitted to drive the electric boat)

Participant has completed the boat tutorial with the Naples Reserve Boat Captain.

Boat Captain Signature: _____