

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 the Naples Reserve Homeowner's Association, Inc. (the "Association") at NAPLES RESERVE (the "Community"), I agree to the following Waiver, Indemnity, and Release Agreement (the "Agreement");

I acknowledge that all activities provided by the Association, 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 the lakes and rivers that may result in bodily injury or illness including drowning, (b) injuries and illness that may be caused by the Activities themselves, and (c) injuries or illness that may be caused, by the actions, negligent or otherwise, of other residents or participants and by employees, officers, managers, directors and shareholders of the Association, 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 me to be in good physical condition and possess specific skills and knowledge regarding that specific Activity. I believe I have the physical conditioning and the degree of skill and knowledge necessary for me to engage in these Activities safely. I understand that I have responsibilities when participating in any Activities. My participation in the Activities is purely knowing, voluntary, and for my personal enjoyment. Further, there may be other risks not known to me or reasonably foreseeable at this time. I understand and I have considered the risks involved, and I voluntarily and freely choose to assume these risks. No one is forcing me to participate and I elect to participate despite the risks. I AM VOLUNTARILY USING THE SERVICES OF THE ASSOCIATION 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 Association 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 Association 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 Association and

KW Property Management & Consulting, LLC, and their respective employees, agents, managers, officers, directors and shareholders from and against any and all claims, damages, actions, causes of action, liabilities, losses, 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 Association and KW Property Management & Consulting, LLC., or any of their employees, agents, managers, officers, directors and shareholders. I will not join or assist in the prosecution of any claim for money or other damages which anyone may have, on account of injuries (including death), losses, or damages sustained by me, other parties, or my property in connection with my use of, or participation in, the Activity, and I waive any right I may have to do so.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, will indemnify and defend (with Indemnitee's choice of defense) the Association and KW Property Management & Consulting, LLC, and their respective employees, agents, managers, officers, directors or shareholders ("Indemnitee"), from any and all liability for any property damage or personal injury to any third-party resulting from my participation in the Activities.

All matters arising out of or relating to this Agreement shall be brought solely in Collier County and governed solely by Florida law. If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Agreement to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Agreement shall continue from this date forever.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE ASSOCIATION, KW PROPERTY MANAGEMENT & CONSULTING, LLC, AND ANY OF THEIR EMPLOYEES, AGENTS, MANAGERS, 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 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)

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: _____