

Windstar on Naples Bay, Inc.
Release, Waiver of Liability and Indemnification Agreement

This Release, Waiver of Liability and Indemnification Agreement (the “Release”) executed on the ____ day of _____, 20__ by _____ (the “Resident”), in favor of Windstar on Naples Bay, Inc., a not-for-profit Florida corporation, its directors, officers, employees, members and agents (collectively, “Windstar”).

The Resident hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. **Release and Waiver.** Resident does hereby release and forever discharge and hold harmless Windstar, its officers, directors, employees, members, agents, from any and all liability, claims and demands whatsoever, either in law or in equity, which arise, or may hereafter arise, from Resident’s use of a golf cart or other unregistered vehicle (“unregistered vehicle”) within the Windstar community. Resident understands that this Release discharges Windstar from any liability or claim that the Resident may have against Windstar with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Resident’s use of an unregistered vehicle within Windstar, whether caused by the negligence of Windstar or its officers, directors, employees, members, agents or otherwise.
2. **Medical Treatment.** Resident does hereby release and forever discharge Windstar from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the use of an unregistered vehicle by Resident within Windstar, or with the decision by any representative of Windstar to exercise the power to consent to medical treatment.
3. **Property Damage.** Resident agrees to pay for any damages that are sustained to any property whatsoever which is caused by Resident’s use of an unregistered vehicle.
4. **Assumption of Risk.** Resident hereby expressly and specifically assumes the risk of injury or harm within the Windstar community and releases Windstar from all liability for injury, illness, and death or property damage resulting from use of an unregistered vehicle within Windstar.
5. **Indemnification.** Resident agrees to defend Windstar, its officers, directors, employees, members, and agents against lawsuits arising out of the use of an unregistered vehicle and to indemnify Windstar from any and all liability arising from the use of any unregistered vehicle.
6. **Insurance.** Resident understands that Windstar does not carry or maintain health, medical or disability insurance coverage for any Resident. Resident understands that Windstar does not assume any responsibility for or obligation to provide financial assistance, or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

7. **Other.** Resident expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Resident agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Resident: _____
Signature

Print name

Address: _____
