



25730 Hickory Blvd. Bonita Springs, FL 34134

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Waiver and Release of Liability Agreement

Bonita Beach Club Association Bike and Kayak Community Program

This Waiver and Release of Liability ("Agreement") is executed on _____, by the undersigned participant ("Participant"), in favor of the Bonita Beach Club its directors, officers, employees, agents, and representatives.

Acknowledgment of Risk

I, the undersigned, acknowledge and understand that participating in the Bike and Kayak Community Program offered by the Association involves risks. These risks may include, but are not limited to, accidents, injuries, falls, collisions with objects or other participants, weather conditions, equipment failure, and water-related hazards while kayaking.

Personal Responsibility

1. **Equipment and Safety Gear:** I acknowledge that the Association does not provide bike helmets, life jackets or whistles. I agree to provide my own helmet for bike use and life jacket and whistle for kayaking and understand that failure to use proper safety equipment may increase the risk of injury.
2. **Condition of Equipment:** I accept the equipment provided "as is" and agree to inspect it for any visible defects or damage before use. If I notice any issues, I will report them to the Association immediately and refrain from using the equipment until it has been addressed.
3. **Health and Fitness:** I affirm that I am physically and mentally capable of safely participating in these activities and have no health conditions that would impair my ability to do so.

Release and Waiver

In consideration of being allowed to participate in the Bike and Kayak Community Program, I hereby voluntarily release, discharge, and hold harmless the Association, its directors, officers, employees, agents, and representatives from any and all claims, demands, or causes of action that may arise from or relate to my participation in the program, including but not limited to claims for personal injury, property damage, or death, whether caused by negligence or otherwise.

Indemnification

I agree to indemnify and hold harmless the Association, its directors, officers, employees, agents, and representatives from any claims, actions, or liabilities arising from my participation in the program, including any damages, costs, or expenses incurred because of such claims.

Acknowledgment of Understanding

I have read and understood this Agreement, and I fully understand that by signing it, I am waiving certain legal rights, including the right to sue. I sign this Agreement freely and voluntarily without any inducement or assurance of any kind.

I have received and read the Community Program Details documents.

Signature

Participant Name (Printed): _____

Participant Signature: _____

Unit #: _____

Date: _____

Community Program Registered For Participant Above:

Bike: _____

Kayak: _____

Emergency Contact Information

Name: _____

Phone Number: _____

Relationship: _____

For Association Use Only

Staff Member Reviewing Agreement: _____

Date: _____