



Kayak & Paddle Sport Vessel Rules and Regulations

The undersigned, a resident of The Isles of Collier Preserve, understands and agrees with the following:

1. The Association hereby grants to the undersigned the right to use the Isles of Collier Preserve paddle sport vessels and equipment, for the exclusive use of the undersigned. The undersigned agrees not to remove the paddle sport vessels from The Isles of Collier Preserve property. Children under the age of sixteen (16) may not use the paddle sport vessels without Resident adult supervision. The undersigned does also acknowledge that they are at least 18 years of age.
2. Use of the paddle sport vessels shall be limited to three (3) hours from November 1st through April 30th and four (4) hours from May 1st through October 31st. The undersigned understands that all equipment must be returned to the Isles of Collier Preserve Property Owners Association, Inc. administrative office at least 30 minutes prior to the end of the business day or 5:00 p.m., whichever occurs first.
3. The undersigned acknowledges and agrees that the Association may refuse permission to use the paddle sport vessels and/or may revoke permission to use the paddle sport vessels at any time in its sole and arbitrary discretion. In the event of revocation, the undersigned agrees to promptly return water vessels and all other equipment to the Isles of Collier Preserve Property Owners Association, Inc. water vessel rack.
4. The undersigned agrees that he/she is solely responsible for the paddle sport vessel, and the Isles of Collier Preserve Property Owners Association, Inc. shall be released from all liability whatsoever.
5. The undersigned agrees that he/she is solely responsible for the security and safety of themselves, the paddle sport vessel and the contents thereof while in the possession of the undersigned. **The undersigned fully acknowledges the existence of alligators and other dangerous wildlife that may inhabit the Isles of Collier Preserve waterways.** The Isles of Collier Preserve Property Owners Association, Inc. assumes no responsibility whatsoever for the security of the paddle sport vessel or any equipment or articles therein, while it is in the undersigned's possession. The undersigned agrees to pay The Isles of Collier Preserve Property Owners Association, Inc. for any loss of or damages to the paddle sport vessel and/or equipment while in the possession of the undersigned, authorized family members or guests.

Please initial here _____

6. The undersigned acknowledges that any cost(s) associated with Search & Rescue or Emergency Services will be the sole responsibility of the undersigned. The Isles of Collier Preserve Property Owners Association, Inc. shall not be liable for personal injury, loss of life and/or property damages to the paddle sport vessels or the contents thereof resulting from the use or operation by the undersigned. The undersigned also agrees that he/she is solely responsible for any/all injury or damage to third parties and their property. The undersigned himself/herself, guests, invitees, heirs and assigns, hereby release and agree to indemnify and hold harmless The Isles of Collier Preserve Property Owners Association, Inc. and their affiliates, successors, assigns, third party providers, their employees and agents, against all loss, cost or damage of any nature arising from the rights granted herein, including, but not limited to, any and all personal injury, loss of life and/or property damage of any nature whatsoever resulting from the use and operation of the water vessels. The indemnification provided herein shall include costs, expenses and reasonable attorney's fees, including appellate attorney's fees incurred by The Isles of Collier Preserve Property Owners Association, Inc. or Minto Communities in the defense of any action based on the foregoing.



KAYAK AND PADDLE SPORT VESSEL USE AGREEMENT AND WAIVER

This Kayak and Paddle Sport Vessel Use Agreement between The Isles of Collier Preserve Property Owners Association, Inc. and

(name) _____, a resident of the Isles of Collier Preserve who resides at (address) _____

_____ on this _____ day of (month) _____, 20____.

WAIVER OF LIABILITY

I fully understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers, and hazards and such exist in my use of the paddle sport equipment. (B) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/ or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of The Isles of Collier Preserve Property Owners Association, Inc.; the negligence of the user, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to a misjudgment of terrain, weather or trail conditions, and water level, risk of falling out of or drowning while paddle sporting and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment.

By my participation in these activities and/ or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/ or damages, whether caused in whole or in part by the negligence or other conduct of the owners, officers, and employees of The Isles of Collier Preserve Property Owners Association, Inc. or by any other person including myself. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession, and am capable of participating in paddle sports, and that my participation in this activity is voluntary. I also agree to utilize a properly secured US Coast Guard approved personal floatation device at all times.

I, on behalf of myself, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify The Isles of Collier Preserve Property Owners Association, Inc. and its owners, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of the paddle sport equipment. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have at present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **The Isles of Collier Preserve Property Owners Association, Inc.**

I HAVE READ THE WAIVER AND RELEASE ABOVE AND BY MY SIGNATURE DO AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE THE ISLES OF COLLIER PRESERVE PROPERTY OWNERS ASSOCIATION, INC. FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Paddle Board

Single Kayak

Double Kayak

Resident/Property Owner Printed Name

_____ DOB _____
Resident/Property Owner Signature

Guest Printed Name

_____ DOB _____
Guest Signature

Mobile Phone Number of Participant

Email Address of participant

ICP Witness - Printed Name

ICP Witness - Signature

Signature on this Waiver of Liability includes usage beginning on the date signed and includes all future visits.