

# Angler's Reef Property Owners Association

## Kayak/Canoe/Paddleboard Usage Agreement, with Complete Waiver and Release of Liability

I am aware that Angler's Reef owns certain kayaks, canoes and paddleboards, which are kept on the "South Beach" of the Angler's Reef community. I acknowledge that Angler's Reef kayaks, canoes and paddleboards can **ONLY** be used by owners of homes within Angler's Reef (and their non-renter guests) as well as individuals who have rented a home within Angler's Reef (guests of renters are NOT permitted to use Angler's Reef kayaks, canoes and paddleboards). I acknowledge that as a condition precedent to using one of the Angler's Reef kayaks, canoes and/or paddleboards, regardless of my status as an owner, an owner's non-paying guest, or a renter, I must first read, sign and return this Agreement, with Complete Waiver and Release of Liability. I acknowledge that Angler's Reef kayaks, canoes and paddleboards can be used during daylight hours **ONLY**, when available on a first come basis, and can be used for no longer than 90 minutes at a time. I acknowledge that, to the extent I intend to use an Angler's Reef kayak, canoe or paddleboard, that I will **ALWAYS** follow all rules and regulations for use of watercraft in Monroe County and the navigable waters, including, but not limited to, **ALWAYS** wearing a functional and appropriate life jacket, which Angler's Reef will provide.

I acknowledge that if I use any of the kayaks, canoes and/or paddleboards at Angler's Reef, I assume all risks of injury, loss of life, and damage to person and property during such activity, fully realizing that Angler's Reef or its agents are not responsible for any such injury, loss of life, or damage to person or property, and I agree to pay for, defend, indemnify, and hold Angler's Reef, its agents, employees, successors, and assigns, or any Home Owner within Angler's Reef, harmless from all liabilities, claims, demands, costs losses, expenses, or compensation of whatever nature, for loss, damage, or injuries to persons and property sustained by me, my heirs, personal representatives, successors, and assigns, and all other persons resulting from or in any way connected with the use of the Angler's Reef kayaks, canoes and paddleboards, regardless of whether or not any act or omission of any kind, negligent, reckless or otherwise, by or on behalf of Angler's Reef or any Home Owner within Angler's Reef directly or indirectly, caused or contributed to the cause of said injury, loss of life, or damage to persons or property. I understand that use of the Angler's Reef kayaks, canoes and paddleboards constitute an acceptance of said kayaks, canoes and paddleboards on an "As Is" basis. I agree to pay for any damage done to said kayaks, canoes and paddleboards or property of others. If I fail to return any kayak, canoe or paddleboard, I will reimburse Angler's Reef for the amount of replacement cost. I, as a parent or guardian of a minor child (i.e. anyone under 18 years of age), make this agreement individually and on behalf of this minor child to induce Angler's Reef to allow this child to utilize any of the Angler's Reef kayaks, canoes and paddleboards. I acknowledge that no minor is permitted to utilize any of the Angler's Reef kayaks, canoes and paddleboards unless physically accompanied aboard the kayaks, canoes and paddleboards by an adult parent or guardian. I acknowledge and agree that should any provision or aspect of this Release and Waiver be found to be unenforceable, all remaining provisions of this Release and Waiver will remain in full force and effect. I acknowledge and agree that this Release and Waiver shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding shall be in Monroe County, Florida. I certify that I am physically fit to participate in any event and that I have not been told or notified differently by a Physician or qualified medical professional.

By signing this Agreement, I am agreeing to not only participate in a potentially dangerous activity and waiving any right to make any claim of liability against Angler's Reef or any Home Owner within Angler's Reef, but I am also agreeing (to the extent I have a minor child) to allow said minor child to engage in a potentially dangerous activity and am waiving the right(s) of said minor child to make any claim of liability against Angler's Reef or any Home Owner within Angler's Reef, regardless of the potential reckless or negligent actions or inactions of Angler's Reef or any Home Owner within Angler's Reef. This includes, but is not limited to, giving up my and my child's right to recover from Angler's Reef or any Home Owner within Angler's Reef for any claim of personal injury, including death or dismemberment, property damage, or any other claim whatsoever that could be brought by or on your myself or on behalf of my child that arose from or otherwise in any way relates to the use of Angler's Reef kayaks, canoes and paddleboards.

To the extent a claim arising out of or relating to the use of Angler's Reef kayaks, canoes and paddleboards against Angler's Reef is allowed to proceed on my or my child's behalf, I (or my heirs, executors or assigns - where appropriate) hereby agree to fully indemnify and defend Angler's Reef as well as any Home Owner within Angler's Reef from all such claims, including claims that are based on claims of Angler's Reef and/or any Home Owner within Angler's Reef sole or joint negligence.

**SIGNATURES ON PAGE 2 OF THIS AGREEMENT CONSTITUTE A COMPLETE ACKNOWLEDGEMENT AND ACCEPTANCE OF EVERYTHING HEREIN:**

To the extent you are a unit owner or a unit owner's non-paying guest, the below must be fully filled out, executed and sent to Harbor Management Services before you are permitted to use any of the Angler's Reef kayaks, canoes and paddleboards. To the extent you are a renter, the below must be fully filled out, executed and sent to the owner of the home you are renting within Angler's Reef before you are permitted to use any of the Angler's Reef kayaks, canoes and paddleboards and a copy of said executed Agreement should be maintained by the renter at all times during his/her stay at Angler's Reef. Angler's Reef reserves the right to request copies of this executed Agreement from renters at any time. Failure to provide an executed copy of this Agreement, upon request, will result the relinquishment of said renter(s) ability to utilize any of the Angler's Reef kayaks, canoes and paddleboards for the remainder of his/her stay.

**Each line below must be filled out and executed separately by each individual who uses or otherwise rides upon any of the Angler's Reef kayaks, canoes and paddleboards, regardless of age - unless the minor child is not old enough to read or write. In such a case, the parent or guardian must separately fill out and sign that line on behalf of their minor child.**

	<b>PRINT FULL NAME</b>	<b>SIGNATURE</b>	<b>AGE</b>	<b>UNIT NUMBER</b>
1				
2				
3				
4				
5				
6				
7				
8				

**Kayak/Canoe/Paddleboard Usage Procedures** Kayaks, Canoe's, and Paddleboards are to remain locked at all times. Code to be given upon the signing of the Wavier and Release of Liability executed by all parties wishing to use them. Paddles are located next to the Kayaks and Paddleboards as well as the lifejackets. As per the wavier and release you signed, lifejackets are mandatory and to be worn by all that are using the Kayak/Paddleboards (anyone caught using them without one will be immediately banned from using said Kayaks or Paddleboards again.

After using the Kayak or Paddleboard, you are required to bring it back to its spot and lock it back up, put the paddles and lifejackets away. Anyone not following these rules and procedures may have their usage of such taken away at any time for not following said procedures.

If you notice anything wrong with any of the equipment, please notify Angler's Reef Management at 305-852-3121 or [keys@harbormanagement.us](mailto:keys@harbormanagement.us).