

South Venice Beach Endowment Trust
WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

THIS WAIVER OF LIABILITY (the "Agreement") is made and entered into as of the date signed below by the undersigned participant ("Participant") in favor of **South Venice Beach Trust ("SVBET")**, a Florida non-profit organization and 501(c)(3), its directors, officers, employees, volunteers, agents, and representatives (collectively referred to as the "Organization").

1. ACKNOWLEDGMENT OF RISK:

The undersigned acknowledges that participation in using the amenities at 4800 Lemon Bay and/or the gulf front property owned by the SVBET, including but not limited to the boat ramp, kayak launch, ferry house, ferry, ferry dock, and beach (the "Activity") involves inherent risks, including but not limited to physical injury, property damage, or even death. The undersigned understands these risks and agrees to assume all risks related to participation in the Activity.

2. WAIVER AND RELEASE OF LIABILITY:

To the fullest extent permitted by law, the undersigned hereby agrees to release, waive, discharge, and covenant not to sue the Organization, its directors, officers, employees, volunteers, agents, and representatives from any and all claims, demands, actions, or causes of action that may arise out of or in connection with participation in the Activity, including but not limited to claims arising from negligence, breach of duty, or any other cause.

3. INDEMNIFICATION:

The undersigned agrees to indemnify and hold harmless the Organization and its representatives from any and all liability, loss, damages, costs, or expenses (including legal fees) arising out of any claims, actions, or lawsuits resulting from participation in the Activity, whether caused by the undersigned's own actions or those of others.

4. MEDICAL TREATMENT CONSENT:

In the event of an emergency or injury during participation in the Activity, the undersigned gives permission to the Organization to seek emergency medical treatment on their behalf if necessary, and the undersigned agrees to be responsible for any medical costs incurred.

5. UNDERSTANDING AND VOLUNTARY AGREEMENT:

The undersigned has read this Agreement carefully, understands its contents, and voluntarily signs it. The undersigned acknowledges that this Agreement is binding and that by signing, they waive certain legal rights, including the right to sue the Organization.

6. SEVERABILITY:

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

7. GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. LENGTH OF VALIDITY:

This Waiver remains in full force and effect unless and until it is explicitly revoked in writing via CERTIFIED MAIL to SVBET 720 Alligator Drive, Venice, FL 34293.

Participant's Name (Printed): _____ **Parent/Guardian Name (Printed):** _____

Participant's Signature: _____ **Parent/Guardian Signature:** _____

Date: _____ **Date:** _____

If Participant is a Minor (Under 18), Parent/Guardian Consent is Required