

## RIDE OF SILENCE on May 15<sup>th</sup>, 2024

### WAIVER AND RELEASE OF LIABILITY & INDEMNITY AGREEMENT ("AGREEMENT")

I, the undersigned party ("Releasor"), understand and acknowledge that entry upon the property located at 13499 S. Cleveland Ave, Fort Myers, FL 33907 and commonly known as Bell Tower Shops ("Premises") is at my own risk. I assume all risks associated with my entry upon the Premises, including (but not limited to) the risks of trip, fall, death, dismemberment, contact with other people, the effects of weather, the conditions of the paved and unpaved areas of the Premises.

#### WAIVER:

IN CONSIDERATION OF BEING PERMITTED TO ENTER UPON THE PREMISES, I (FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS), DO HEREBY AGREE TO RELEASE, WAIVE, DEFEND, DISCHARGE, COVENANT NOT TO SUE, INDEMNIFY AND HOLD HARMLESS BELL TOWER SHOPS LLC ("OWNER") AND/OR MADISON MARQUETTE REAL ESTATE SERVICES LLC ("MANAGER") AND/OR EITHER OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENT COMPANIES, CONTRACTORS, SUPPLIERS, INVITEES OR VISITORS (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEDURES, LOSSES, EXPENSES, COSTS (INCLUDING COSTS AND EXPENSES OF INVOLVEMENT IN OR DEFENDING AGAINST SUCH CLAIMS), DAMAGES AND LIABILITIES FOR DAMAGES INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, ACCIDENTS, ILLNESSES, DEATH, DISMEMBERMENT, THEFT OR LOSS OF PROPERTY, OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN ANY WAY RELATED TO MY ENTRY UPON THE PREMISES, REGARDLESS OF ANY CONCURRENT NEGLIGENCE OF ANY RELEASEES. I HEREBY AGREE TO REIMBURSE RELEASEES FOR ANY SUCH EXPENSES INCURRED BY THEM AS A RESULT OF MY ENTRY UPON THE PREMISES

The undersigned further expressly agrees that the foregoing waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The terms of this Waiver shall be governed by the laws of the state in which the Premises is located.

#### IMPORTANT:

**THIS AGREEMENT RELIEVES OWNER, MANAGER AND OTHERS FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE.**

**I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THE AGREEMENT FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.**

#### **RELEASOR**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

#### **WITNESS**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

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Name: \_\_\_\_\_

#### **WITNESS**

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