CLEARWATER KEY ASSOCIATION – BAYSIDE GARDENS INC.

BAYSIDE GARDENS I & II

WATERCRAFT INDEMNITY AGREEMENT

Owner Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BSG \_\_\_\_\_ Unit # \_\_\_\_\_\_\_\_\_

Type of watercraft \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Color \_\_\_\_\_\_\_\_\_\_ Reg. # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The undersigned jointly and severally agree to indemnify and save harmless, the Clearwater Key Association – Bayside Gardens Inc. and their successors and assigns, from any claim, action, liability, loss, damage or lawsuit arising from the following:

1. Any property damage or personal injury resulting from the use of privately owned watercraft located on the property owned by the residents or members of Bayside Gardens I and II.
2. Any and all property or personal damage caused by watercraft as a result of natural conditions such as wind, water or any natural disaster which may cause watercraft to damage personal property or property owned by the residents or members of Bayside Gardens I and II.

In the event of any asserted claim, the Indemnitees shall provide the undersigned reasonably timely written notice of same, and thereafter the undersigned shall at its own expense defend, protect and save harmless Indemnitees against said claim or any loss or liability thereunder.

In the further event the undersigned shall fail to so defend and/or indemnify and save harmless, then in such instance the Indemnitees shall have full rights to defend, pay or settle said claim on their behalf without notice to the undersigned and with full rights to recourse against the undersigned for all fees, costs, expenses and payments made or agreed to be paid to discharge said claim.

Upon default, the undersigned further agree to pay all reasonable attorney’s fees necessary to enforce this agreement.

This agreement shall be unlimited as to amount or duration.

This agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives and shall be construed under the laws of the State of Florida.

Signed this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_

Witnessed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Watercraft Owner Bayside Gardens I & II Director