

**RELEASE, INDEMNIFICATION AND WAIVER
FOR TEMPORARY ACCESS AND USE OF PORTION OF KITTY STUART
PARK**

THIS RELEASE, INDEMNIFICATION AND WAIVER FOR TEMPORARY ACCESS AND USE OF PORTION OF KITTY STUART PARK ("Release") is made and executed this 5th day of April, 2025 ("Effective Date", by SFMB MAD BEACH PROPERTY, LLC, a Florida limited liability company, hereinafter referred to as "Caddy's").

RECITALS

1. Caddy's owns a restaurant located at 14080 Gulf Blvd., Madeira Beach, Florida.
2. The City of Madeira Beach ("City") owns the city park, known as the Kitty Stuart Park ("Park"), that is on a parcel of land immediately south of the Caddy's restaurant parcel.
3. The Park suffered damage as a result of Hurricanes Helene and Milton in the fall of 2024.
4. In order to protect the public from the damaged Park the City fenced off the Park until such time as the Park can be repaired.
5. Caddy's believes that the Park being fenced off creates a traffic and/or safety concern for Caddy's customers.
6. Caddy's has requested that the City relocate a portion of the security fencing at the Park in order to allow one lane of traffic to traverse the Park in order to alleviate Caddy's perceived traffic and/or safety concern. The portion of the Park which will be open to the one lane of traffic following the movement of the fence shall be referred to herein as the "Park Access Area".

WITNESSETH

That Caddy's, for and in consideration of the City relocating a portion of the security fence at the Park and allowing Caddy's and its customers access to the Caddy's restaurant through the Park Access Area, Caddy's hereby for itself, its officers, agents and employees releases, waives and indemnifies the City, its Commissioners, Charter Officials, agents and employees as follows:

That Caddy's, its officers, agents and employees do hereby waive, indemnify and release the City from any and all liability whatsoever including death, personal injury, damage to property and any and all causes of action or claims arising from or related to the Caddy's use of the Park Access Area. In addition, Caddy's does hereby agree to indemnify, save and hold harmless the City from any such claims or liability arising from Caddy's, its customers and the general public's presence and use of the Park Access Area including attorneys' fees at trial and appellate levels for itself and for its officers, agents and employees, said waiver and release to be applicable to all conditions on the subject property including latent and patent defects or conditions whether known or unknown to the City, this release commencing as of the date hereof and extending to all times in the future.

That Caddy's represents and warrants that the undersigned has full legal right and authority to execute this release, indemnification and waiver on behalf of Caddy's, its officers, agents and employees. The undersigned further represents that it has made any necessary inquiry thought to be appropriate for the use of the Park Access Area and hereby releases and waives any obligation of the City to inform Caddy's, its officers, agents, employees, customers and the general public of any conditions at the Park and Caddy's undertakes the sole and individual responsibility, for itself and its officers, agents and employees, to fully inform

themselves, its customers and the general public relative to any conditions of the Park Access Area that are dangerous, whether known or unknown to the City, and to proceed in the manner and with due and appropriate caution to protect itself and its officers, agents, employees, customers and the general public during its use of the Park Access Area and agrees to accept all responsibility and liability for the use of the Park Access Area. Caddy's agrees and acknowledges that no oral representation made prior to the date of this waiver and release or subsequent to the date of this waiver and release shall in any way affect the release and waiver of liability and indemnification, and that it shall rely entirely on its own judgment and business practices to safeguard itself and its officers, agents, employees, customers and the general public.

That Caddy's understands that the City may unilaterally terminate the right to access the Park Access Area provided in this agreement at any time without notice to Caddy's, provided that following such termination of the right to access the Park Access Area, this Release shall also simultaneously be terminated. Caddy's may terminate this Release upon written notice to the City and acknowledges that upon such termination of this Release, the right of access to the Park Access Area granted hereunder shall simultaneously be terminated. Notwithstanding the foregoing, Caddy's shall remain liable for any claims that arose during the period of time from the Effective Date through the date of termination of this Release.

Made and entered into the day and year first above written.

Ann Winters
Jim Winters

SFMB MAD BEACH PROPERTY, LLC

By: Mary Winters

Title: Manager

The City, by and through its City Manager, does hereby give and grant unto Caddy's temporary access and use of a portion of Kitty Stuart Park.

CITY OF MADEIRA BEACH

By: Robin Gomez

Robin Gomez
City Manager