

LEGAL DISCLAIMER

Lee County Port Authority Liability Disclaimer and User Agreement

General

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Disclaimer of Damages

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Notification that Information Provided by You is Public Information

General

Any information provided by you to the Lee County Port Authority, including but not limited to email addresses, feedback, responses, listings, questions, comments and suggestions, are non-confidential; moreover, such information is a public record subject to public inspection pursuant to law. LCPA has no obligation of any kind with respect to such information and is free to reproduce, use and disclose the information to others without limitation. Additionally, LCPA is free to use any ideas or concepts contained in such information for any purpose whatsoever.

Indemnity

User agrees to protect, defend, reimburse, indemnify and hold LCPA, its agents, employees and officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages (including reasonable attorney fees) and causes of action of every kind and character (this is to the extent allowed by the law and except to the extent caused by LCPA's negligence) by reason of any claim for infringement of any patent, copyright, trademark, trade secret or other intellectual property rights; any damage to property; or any bodily injury (including death) incurred or sustained by any person or entity whomsoever, arising out of or incident to or in connection with User's use of the website or any breach of the terms of this Agreement.

Jurisdiction

This Agreement is governed by the laws of the state of Florida, USA. User consents to the exclusive jurisdiction and venue of courts in Lee County, Florida, USA in all disputes arising out of or relating to the use of the website. Use of the website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

LCPA's performance of this Agreement is subject to existing laws and legal process and nothing contained in this Agreement is in derogation of LCPA's right to comply with law enforcement requests or requirements relating to the User's use of the website or information provided to or gathered by LCPA with respect to such use.

Severability

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitation set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the Agreement shall continue in effect.

Closing of Agreement

This Agreement constitutes the entire agreement between the User and LCPA and its contractors and agents with respect to the website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and LCPA with respect to the website. This Agreement shall be deemed to include all other notices, policies, disclaimers and other terms contained in the website; provided, however, that in the event of a conflict between such other terms and the terms of this Agreement, the terms of this Agreement shall control. A printed version of this Agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Any rights not expressly granted herein are reserved for the benefit of the Lee County Port Authority.

Email Correspondence

Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to LCPA. Instead, contact the Public Affairs office at 239-590-4504 or in writing to 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, Attention: Public Affairs Office.