

## **LEGAL DISCLAIMER**

### **Lee County Port Authority Liability Disclaimer and User Agreement**

#### **General**

The Southwest Florida International Airport website (the "website") is offered to you, the user ("User"), conditioned on acceptance of the terms, conditions, and notices contained herein, without modification. User access and use of the website constitutes acceptance of these terms and conditions.

#### **Disclaimer of Liability and Reliability**

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#### **Links to Third Parties' Websites**

There are some links and pointers to third party internet websites contained in Southwest Florida International Airport's website. These sites linked from Southwest Florida International Airport's website are not under the Lee County Port Authority's control. LCPA and its authorized agents and contractors do not assume any responsibility or liability for any information, communications or materials available at such linked sites, or at any link contained in a linked site. LCPA and its authorized agents and contractors do not intend these third party links to be referrals or endorsements of the linked entities by the Port Authority, and the third party links are provided for convenience only. Each individual third party website has its own set of policies about what information is appropriate for public access. User assumes sole responsibility for use of third party links and pointers.

#### **Disclaimer of Damages**

By using the Southwest Florida International Airport website, the User assumes all risks associated therewith, including but not limited to; any risk to User's computer, software or data

being damaged by any virus, software, or any other file which might be transmitted or activated via a Southwest Florida International Airport web page, the website or User's access to it. THE AUTHORITY AND ITS AUTHORIZED AGENTS AND CONTRACTORS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR MISUSE OF THE INFORMATION OR LACK OF INFORMATION ON THE WEBSITE OR WITH THE DELAY OR INABILITY TO USE THE WEBSITE, OR FROM ANY INFORMATION, DOCUMENTS, SERVICES, SOFTWARE, OR OTHER MATERIAL OBTAINED THROUGH THE WEBSITE, OR OTHERWISE ARISING OUT OF THE USE OF THE WEBSITE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF THE PORT AUTHORITY AND/OR ANY OF ITS AUTHORIZED AGENTS, CONTRACTORS, EMPLOYEES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. LCPA and its authorized agents and contractors shall not be liable for any loss or injury caused in whole or in part by their actions, omissions, or contingencies beyond their control, including procuring, compiling, or delivering the information, or arising out of any errors, omissions, or inaccuracies in the information regardless of how caused, or arising out of any User's decision or action taken or not taken in reliance upon information furnished.

### **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 Communications & Marketing office at 239-590-4504 or in writing to 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, Attention: Communications & Marketing Office.