

RESOLUTION 2017-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE BEXLEY COMMUNITY DEVELOPMENT DISTRICT
ADOPTING AMENITY FACILITY POLICIES;
PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Bexley Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains certain recreational amenity facilities and improvements (collectively hereinafter referred to as the “Amenity Facilities”); and

WHEREAS, in connection with its ownership and operation of the Amenity Facilities and in accordance with Chapter 190, *Florida Statutes*, the Board of Supervisors of the District (the “Board”) desires to adopt policies governing the use of the Amenity Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Recreational Amenity Facility Policies* and the related operational forms (collectively, the “Amenity Policies and Forms”) which are attached hereto as **Composite Exhibit A** and incorporated herein by this reference, for immediate use and application.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE BEXLEY COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The recitals stated above are true and correct and are incorporated herein by this reference.

SECTION 2. The Amenity Policies and Forms set forth in **Composite Exhibit A** are hereby adopted pursuant to this resolution as necessary for the efficient operation of the District, and shall remain in full force and effect unless revised or repealed by the District by motion at a noticed meeting of the District’s Board.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.


SECTION 4. This Resolution shall become effective upon its passage, and shall remain in effect unless rescinded or repealed.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 22 DAY OF FEBRUARY, 2017.

ATTEST:

**BEXLEY COMMUNITY
DEVELOPMENT DISTRICT**

Asst. 
Secretary


Vice-Chairman, Board of Supervisors

Composite Exhibit A: Amenity Policies and Forms

COMPOSITE EXHIBIT A

Amenity Policies and Forms

TRAIL RULES

RESPECT OTHERS, SHARE THE TRAIL

STAY IN PUBLIC ACCESS AREAS, RESPECT PRIVATE PROPERTY

KEEP RIGHT, PASS ON LEFT, WARN BEFORE PASSING

NO MOTORIZED VEHICLES ALLOWED EXCEPT ADA EQUIPMENT

NO HORSES ALLOWED OR EQUESTRIAN USERS MAY WALK OR TROT (ALLOWING HORSES OR NO)

STOP AND LOOK AT STREET CROSSINGS

TRAIL HOURS: DAWN TO DUSK

REPORT VIOLATIONS TO 911

DOG OWNERS PLEASE PICK UP AFTER YOUR PET AND KEEP YOUR PET ON A SHORT LEASH

NO FIRES PERMITTED

NO GLASS CONTAINERS OF ANY KIND

NO ALCOHOLIC BEVERAGES

NO DISCHARGE OF WEAPONS/FIRE ARMS

NO AMPLIFIED MUSIC OR VOICE

NO TENTS

DISPOSE OF TRASH IN TRASH RECEPTACLES

WALK OR RUN WITH A PARTNER

NO OFF-TRAIL HIKING, RIDING OR SKATING

NO LOITERING

CAUTION – ALLIGATORS MAY BE PRESENT

PEDESTRIANS HAVE THE RIGHT OF WAY

MAINTAIN A SAFE SPEED – BYCICLES AND SKATES

CHILDREN UNDER THE AGE OF 16 MUST WEAR HELMETS

CHILDREN UNDER THE AGE OF 10 MUST BE ACCOMANIED BY AN ADULT

Bexley BMX Park Policies:

This is a hazardous sport!

All users must have a signed waiver, forms of which are attached hereto as Exhibit A, on file. Prior to use of the BMX Park, participants under 18 years of age must have a waiver signed by parent or legal guardian in the presence of a park staff member or the waiver must be notarized. Proper I.D. is required.

1. Use of the park may expose the user to serious injury or death, including but not limited to broken bones or paralysis.
2. Use of the park is at your own risk. Know your own abilities and limits.
3. All riders must register and sign waiver at the pro shop prior to entering the park.
4. All riders must wear an ANSI-approved helmet with securely fastened chinstrap and closed-toe shoes. It is strongly suggested that users wear elbow pads, kneepads and wrist guards. No riders shall be allowed to use the park without wearing the required protective equipment. Sales and a limited amount of rental equipment is available in the pro shop.
5. Parental supervision is strongly recommended for riders age 13 and under and adult supervision is required for those ages 9 and under.
6. Inspect all surfaces before park use and report any trash, debris, stickers, graffiti or other problems with the surface to park staff immediately.
7. Vandalism, graffiti, or other types of damage to the facility will result in the loss of use of the facility for 1 year for the first offense and the permanent loss of use of the facility for the second offense.
8. Ride with the flow of other riders
9. No wax is allowed in the park.
10. Do not proceed over obstacles or around course until it is clear of other riders.
11. No skating or riding when raining, lightening or during maintenance periods. No riding on the skills area (stone) when wet.
12. Only bikes, scooters, skateboards and rollerblades are permitted in the active riding area. Bikes with pegs are not permitted.

13. No skating on the sidewalks, streets and parking areas adjacent to the park. Riding in the park is permitted during posted times only and when the park is open for business. Trespassers will be prosecuted.
14. No riding or skating on park structures not specifically designed for that purpose.
15. No music boxes or players are allowed.
16. Absolutely no smoking or animals allowed in the active riding area.
17. Food and Beverages are permitted at the shade structure only.
18. No alcohol, drugs or profanity.



Florida State Statute

In accordance with Section 316.0085, Florida Statutes, any person who participates in or assists in off-road biking, skateboarding or in-line skating assumes the known and unknown inherent risks in these activities irrespective of age, and is legally responsible for all damages, injury or death to himself or herself or other persons or property which result from these activities. Any person who observes biking, skateboarding or in-line skating assumes the known and unknown in the inherent risks in these activities irrespective of age and is legally responsible for all damages, injury or death to himself or herself which result from these activities.

Exhibit A

BEXLEY COMMUNITY DEVELOPMENT DISTRICT
RELEASE AND WAIVER FOR MINOR'S USE OF BIKE PARK

Participant Information

FULL NAME OF PARTICIPANT: _____ ("Participant")

PARTICIPANT'S ADDRESS: _____

PARTICIPANT'S TELEPHONE NO.: _____

FULL NAME OF PARENT OR LEGAL GUARDIAN: _____ ("Parent or Legal Guardian")

AUTHORIZED ADULT'S ADDRESS: _____

PARENT OR LEGAL GUARDIAN CONTACT NO.: _____

RELEASE AND WAIVER:

I, Participant &/or Parent or Legal Guardian, understand that the Bexley Community Development District (the "District"), and its residents, agents, supervisors, officers, directors, employees and staff assume no responsibility for injuries or illness that myself or my minor child may sustain as a result of use of the Bike Park. I expressly acknowledge on behalf of myself, my minor child, and our heirs, assigns, personal representatives or estates that I or my minor child assume(s) the risk for any and all injuries and illness that may result from my or my minor child's use of the Bike Park. I hereby defend, indemnify, hold harmless, release, and discharge the District, and its residents, agents, supervisors, officers, directors, employees and staff from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury for injury (to property or persons, including without limitation, wrongful death), illness, death, loss or damage that myself or my minor child may suffer as a result of my or my minor child's use of the Bike Park, whether such is brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency. Further, I understand that the District is not responsible for personal property lost or stolen while I or my minor child uses the Bike Park. This indemnification applies to and includes, without limitation, the payment of all penalties, damages, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the District for all legal expenses and costs incurred by it.

PURSUANT TO SECTION 316.0085, FLORIDA STATUTES, THE DISTRICT IS NOT LIABLE TO ANY PERSON WHO VOLUNTARILY PARTICIPATES IN SKATEBOARDING, INLINE SKATING, OR FREESTYLE OR MOUNTAIN AND OFF-ROAD BICYCLING FOR ANY DAMAGE OR INJURY TO PROPERTY OR PERSONS WHICH ARISES OUT OF A PERSON'S PARTICIPATION IN SUCH ACTIVITY, AND WHICH TAKES PLAN IN AN AREA DESIGNATED FOR SUCH ACTIVITY.

MEDICAL RELEASE: In the event that I am unable to be reached in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital, or ambulance service to secure proper treatment, and to order anesthesia, for my child as named above.

My child is allergic to the following medications: _____

SIGNATURES MUST BE NOTARIZED UNLESS WITNESSED BY BIKE PARK STAFF

Signature of Parent or Legal Guardian Date _____

Notary Information:

**BEXLEY COMMUNITY DEVELOPMENT DISTRICT
RELEASE AND WAIVER FOR ADULT'S USE OF BIKE PARK**

Participant Information

FULL NAME OF PARTICIPANT: _____ ("Participant")

PARTICIPANT'S ADDRESS: _____

PARTICIPANT'S TELEPHONE NO.: _____

RELEASE AND WAIVER:

I, Participant, understand that the Bexley Community Development District (the "District"), and its residents, agents, supervisors, officers, directors, employees and staff assume no responsibility for injuries or illness that I may sustain as a result of use of the Bike Park. I expressly acknowledge on behalf of myself and my heirs, assigns, personal representatives or estates that I assume the risk for any and all injuries and illness that may result from my use of the Bike Park. I hereby defend, indemnify, hold harmless, release, and discharge the District, and its residents, agents, supervisors, officers, directors, employees and staff from any and all actual or alleged claims, demands, causes of action, liability, loss, damage and/or injury for injury (to property or persons, including without limitation, wrongful death), illness, death, loss or damage that myself may suffer as a result of my use of the Bike Park, whether such is brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency. Further, I understand that the District is not responsible for personal property lost or stolen while I use the Bike Park. This indemnification applies to and includes, without limitation, the payment of all penalties, damages, fines, judgments, awards, decrees, attorney's fees, and related costs or expenses, and any reimbursements to the District for all legal expenses and costs incurred by it.

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MEDICAL RELEASE: In the event that I am unconscious or otherwise unable to make medical decisions for myself in an emergency, I hereby give permission for medical treatment, and related transportation, to any licensed physician, surgeon, clinic, hospital, or ambulance service to secure proper treatment, and to order anesthesia, for myself as named above.

I am allergic to the following medications: _____

SIGNATURES MUST BE NOTARIZED UNLESS WITNESSED BY BIKE PARK STAFF

Signature of Participant

Date

Notary Information:

**BEXLEY COMMUNITY DEVELOPMENT DISTRICT
RELEASE AND WAIVER FOR ADULT'S USE OF BIKE PARK**

Participant Information

FULL NAME OF PARTICIPANT: _____ (“Participant”)

PARTICIPANT'S ADDRESS: _____

PARTICIPANT'S TELEPHONE NO.: _____

RELEASE AND WAIVER:

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I am allergic to the following medications: _____

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Signature of Participant

Date

Notary Information:

**BEXLEY COMMUNITY DEVELOPMENT DISTRICT
RELEASE AND WAIVER FOR MINOR'S USE OF BIKE PARK**

Participant Information

FULL NAME OF PARTICIPANT: _____ (“Participant”)

PARTICIPANT'S ADDRESS: _____

PARTICIPANT'S TELEPHONE NO.: _____

FULL NAME OF PARENT OR LEGAL GUARDIAN: _____ (“Parent or Legal Guardian”)

AUTHORIZED ADULT'S ADDRESS: _____

PARENT OR LEGAL GUARDIAN CONTACT NO.: _____

RELEASE AND WAIVER:

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My child is allergic to the following medications: _____

SIGNATURES MUST BE NOTARIZED UNLESS WITNESSED BY BIKE PARK STAFF

Signature of Parent or Legal Guardian

Date

Notary Information: