

SOUTH FLORIDA KAYAK GUIDE

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of **South Florida Kayak Guide** furnishing equipment and guiding services that enable me to participate in **South Florida Kayak Guide's** kayaking, kayak fishing or kayak diving activities (also referred to as "**kayak activities**"),
I, _____ (the "**Participant**"), **agree as follows:**

I, Participant, fully understand and acknowledge that: **(a)** outdoor recreational activities, such as those that Participant will be undertaking with **South Florida Kayak Guide**, have inherent risks, dangers and hazards and exist in the use of kayak equipment and in participation of kayaking activities; **(b)** my participation in such activities and/or use of such equipment, which may include kayaking, fishing, swimming, wading or swimming in the water, diving, scuba diving, hookah diving, snorkeling, etc., may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; **(c)** these risks and dangers may be caused by the negligence of the owners, employees, officers, representatives or agents of **South Florida Kayak Guide**; the negligence of participants, the negligence of theirs, accidents, beaches of contract, forces of nature or other causes, including perils of sea and waterways, acts of other participants, adverse sea and weather conditions and other risks that are not known, knowable or reasonable foreseeable at this time including, but not limited to, **South Florida Kayak Guide** decision-making, including that a guide may misjudge terrain, weather, trail or ocean conditions, and water level, risk of falling out of or drowning while in a kayak and participating in kayak activities, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, ocean, outdoor or recreational environment.

By my participation in these activities and/or use of equipment, I hereby KNOWINGLY AND FREELY ASSUME ALL RESPONSIBILITY AND LIABILITY FOR ALL RISKS AND DANGER, including those listed supra, and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, sponsors, volunteers, affiliates, directors, or employees of **South Florida Kayak Guide**, or by any other person, including myself. I, as Participant, also assume responsibility for damage to **South Florida Kayak Guide's** equipment that is beyond reasonable wear and tear. If damage is caused by Participant to the equipment furnished to and used by Participant that will require repair before further use by **South Florida Kayak Guide**, Participant agrees to reimburse **South Florida Kayak Guide** for such repair. I, Participant, am also aware that the items I chose to bring with me during the kayaking activities are my own personal property and therefore my sole responsibility. The loss or damage of these items is my responsibility and not that of **South Florida Kayak Guide**, its owners, agents, officers, sponsors, volunteers, affiliates, directors, employees, etc.

I, Participant, also understand that participating in kayaking activities is a physically demanding activity and requires participants to be in good physical health and condition. I verify that I am in good health, not under the influence of drugs or alcohol of any kind, do not have them in my possession, and am not aware of any illness or handicap that would render me incapable of pursuing the sport of kayaking, kayak fishing or kayak diving, respectively. I certify that my participation in this _____ activity is voluntary and that my physical condition and training are adequate to enable me to safely participating in this **South Florida Kayak Guide's** kayaking activity. I/we also agree to wear a properly secured USCG (United States Coast Guard) approved personal floatation device, of type 3 or better, at all times.

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify **South Florida Kayak Guide** and its owners, agents, officers, sponsors, volunteers, affiliates, directors, employees, or any other individual in any way associated with **South Florida Kayak Guide** from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking equipment or my participation in kayaking activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **South Florida Kayak Guide**.

This waiver may not be modified in any way by Participant or any other individual. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

I, Participant, hereby warrant and represent that I am over 18 years of age and have agreed to this WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT freely and voluntarily. If Participant is a Minor, i.e. under the age of 18, Participant and legal guardian hereby complete and thereby warrant and represent that both minor Participant and legal guardian are voluntarily and freely agreeing to this WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.

I, PARTICIPANT, HAVE READ THE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SOUTH FLORIDA KAYAK GUIDE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

PRIMARY Name (Printed) _____ **ADDRESS:** _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____ **AGE:** _____ **PHONE #:** _____

SIGNATURE _____ **DATE:** _____

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER 18 YEARS OLD)

Print NAME and SIGN and DATE