

ADVENTURE KAYAK OF COCOA BEACH, INC.

Post Office Box 320398 ~ Cocoa Beach, FL 32931

Telephone: (321) 453-6952 Cell: (321) 480-8632

**** DO NOT WRITE — FOR OFFICE USE ONLY ****

A _____ C _____ S _____ T _____

Web _____

Resort _____

Live Here Fly Drive Ship

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK

In consideration of the services of **Adventure Kayak of Cocoa Beach, Inc.**, their agents, owners, officers, volunteers, participants, employees, Brevard County and the City of Cocoa Beach, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "**ADVENTURE KAYAK**"), I hereby agree and discharge **ADVENTURE KAYAK** on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that sea kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include among other things, but are not limited to: boat capsizes; tidal conditions and currents; travel in remote areas; collision with objects or other watercraft; prolonged exposure to cold water; hypothermia; accidental drowning; mental anguish or trauma; illness in remote areas; adverse weather conditions; exposure to sun; strong wind; cold; storms; boat wake; lightning; aggressive and/or poisonous marine life; dangerous wildlife; wrist, arm, shoulder, and/or back injuries; and rapidly changing weather and water conditions.

Furthermore, **ADVENTURE KAYAK** guides have difficult jobs to perform. They seek safety, but they are not infallible. They might be ignorant of a participant's fitness or abilities. They might misjudge the weather, the elements, or the terrain. They may give inadequate warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless **ADVENTURE KAYAK** from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of **ADVENTURE KAYAK** equipment or facilities, including any such Claims which allege negligent acts or omissions of **ADVENTURE KAYAK**.

4. Should **ADVENTURE KAYAK**, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume—and bear the costs of—all risks that can be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against **ADVENTURE KAYAK**, I agree to do so solely in the State of Florida and I further agree that the substantive laws of that state shall apply in that action without regard to the conflict of law rules of that state.

7. **I confirm that I am not under the influence of alcohol or drugs.** Initial _____
Are you 18 years or older? YES _____ NO _____
I understand that I am required to wear the provided life jacket while on my Kayak Tours. Initial _____

I have truthfully answered the above questions and understand the risk associated with any physical activity and I am in adequate physical condition to safely participate.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against **ADVENTURE KAYAK** on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understand it, and agree to be bound by its terms.

Signature of Participant _____

Print Name _____ Age _____ DOB _____

Address _____ City _____ State _____ Zip _____

Telephone Number _____ Date _____

PARENTS OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by **ADVENTURE KAYAK** to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless **ADVENTURE KAYAK** from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent of Guardian Signature _____

Print Name _____ Date _____