



PARTICIPANT WAIVER AND HOLD HARMLESS AGREEMENT



Commercial Operator ADVENTURE KAYAK OF COCOA BEACH, INC.		Date of Excursion
Participant's Name		
Participant's Address		
City	State	Zip
Departure Location RAMP ROAD PARK <input type="checkbox"/> COCOA BEACH RECREATION COMPLEX <input type="checkbox"/>		
Excursion Activity Type <input checked="" type="checkbox"/> Kayak/Canoe <input type="checkbox"/> Motorized Boat Tour <input type="checkbox"/> Fishing Excursion <input type="checkbox"/> Other		

- I hereby expressly agree and promise to accept and assume all of the risks of participating in this activity. I understand that known and unanticipated risks which could result in injury to myself and/or damage to my property. I further understand and agree that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. My participation in this activity is entirely voluntary and I elect to participate in spite of the risks.
- I hereby voluntarily release, forever discharge and agree to save and hold the City of Cocoa Beach, its agents, servants, and employees harmless from any and all acts, omissions, claims, demands, disputes, damages, costs, and expenses (to include attorney's fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City of Cocoa Beach as a result, directly or indirectly, of the use of the described facility location and/or equipment.

By signing this document I acknowledge I have had sufficient opportunity to read this entire agreement, that I understand it and agree to be bound by the terms of this agreement.

APPLICANT'S SIGNATURE

DATE

APPROVED BY

DATE