

ADVENTURE KAYAK OF COCOA BEACH, INC.
P.O. Box 320398, Cocoa Beach, FL 32931 Phone: (321) 480-8632

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, I hereby agree and discharge **Adventure Kayak of Cocoa Beach, Inc.**, 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 capsizing; 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 of Cocoa Beach, Inc.**, 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. I agree specific consideration has been exchanged for this provision.

3. I hereby voluntarily release, forever discharge, and agree to hold harmless **Adventure Kayak of Cocoa Beach, Inc.**, 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's** equipment or facilities, including any such claims which allege negligent acts or omissions of **Adventure Kayak of Cocoa Beach, Inc.**

4. Should **Adventure Kayak of Cocoa Beach, Inc.**, 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 an adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the cost 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 cost 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 of Cocoa Beach, Inc.**, I agree to do so solely in Federal Court, in Orlando, Florida, and I further agree that substantive laws of the State of Florida shall apply in the that action without regard to the conflict of law rules of the Sate of Florida.

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.

8. I understand and acknowledge that **Adventure Kayak of Cocoa Beach, Inc.** is an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute that **Adventure Kayak of Cocoa Beach, Inc.**, or any of its agents or employees to be the agent, employee or representative of Brevard County.

9. 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 of Cocoa Beach, Inc.** 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 ____/____/____ Phone (____)____-____ Emergency Number (____)____-____

Legal Address _____ City _____ State _____ Zip _____ Date ____/____/____

PARENTS OR GUARDIAN'S ADDITIONAL IDEMNIFICATION
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF ADVENTURE KAYAK OF COCOA BEACH, INC. USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM ADVENTURE KAYAK OF COCOA BEACH, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ADVENTURE KAYAK OF COCOA BEACH, INC. (LAWS OF FLORIDA Ch. 2010-27 2) HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

PARENTS OR GUARDIAN'S ADDITIONAL IDEMNIFICATION
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Adventure Kayak of Cocoa Beach, Inc. to participate and its activities and to use its equipment and facilities, I further agree to identify and hold harmless Adventure Kayak of Cocoa Beach, Inc. 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 or Guardian Signature _____

Print Name _____ Date ____/____/____