

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF ALL CLAIMS & INDEMNIFICATION AGREEMENT**

*Notice: By signing this document you may be waiving certain legal rights, including the right to sue.*

In consideration of being allowed to participate in any related "Activity/Event" and/or to utilize any property, "Equipment" (personally owned or provided by H2O Adventures & More LLC), including but not limited to H2O Adventures & More LLC owner(s) and/or affiliates, respective instructors/educators, administrators, directors, agents, operators, employees, officers, members, volunteers, other participants, sponsors, and if applicable, businesses and/or owners of the premises where the Activity/Event takes place, H2O Adventures & More LLC herein "Host et al" and myself, as well as, any minor child(ren) listed on this form, my/our personal representatives, assigns, heirs, and next of kin, hereby agree, to the fullest extent permitted by law, as follows:

**1. TO WAIVE ALL CLAIMS** I, as well as, any minor child(ren) listed on this form may have against the Host et al. arising out of my/our participation in the Activity/Event and/or use of any Equipment, including anytime I/we may be receiving instruction/training while using Equipment;

**2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS** of participating in the Activity/Event and/or use of the Equipment is voluntary and I, as well as, any minor child(ren) listed on this form acknowledge same. I/we also understand potential risks related to the Activity/Event as outlined below, which will primarily take place in the outdoors. I/we assume full responsibility for any and all personal accidents, injuries, illness and/or malady (foreseen or unforeseen), as well as, any damages to my/our property. Accidents and/or injuries whether primary, secondary, direct, indirect or acute, may be a result from overuse and/or from a pre-existing medical issue or condition. The prognosis of an injury may include, but is not limited to, soft tissue injuries (abrasions, lacerations, hematoma, bruising), broken bones, dislocations, burns, sprained or strained muscle(s), serious bodily injury to the head, neck, spinal column and/or extremities, developing a permanent disability such as paralysis, going into shock, developing psychological injuries such as post traumatic stress disorder, traumatic brain injury, a concussion, having chronic pain or a disorder involving mood or emotions, as well as, death. Further, I/we assume all risks regardless of the cause, even if they arise out of the **negligence or fault** of the Host et al. I/we understand that paddlesports, as well as, other land and aquatic based Activities/Events may present the following risk factors: 1) General acts of Mother Nature, forces of nature and environmental issues, including but not limited to: changing water flow, tides, rip tide, currents, wave heights, rogue wave, tsunami, extreme variances including a deterioration in conditions pertaining to weather, such as: lightning, hail, tornado, excessive winds, change in temperature, algal blooms, red tide, breaking tree limbs, falling rocks, landslides, wind driven projectiles, airborne debris, sinkholes, collapsing cave. This also includes any attack, bite or encounter with native and/or exotic vegetation and wildlife, including but not limited to causing skin irritation, injury, infection and/or any complication from same, which may be caused by any algae, bacteria, fungi, red tide, parasites, any plant, their thorns, berries and fruits, any insects, birds, bats, aquatic and marine life, such as alligators, snakes, sharks, stingrays, leeches, eels, fish and jellyfish and any waste product of same. Lastly, exposure to broken glass and miscellaneous litter which may cause injury and require medical attention; 2) Collisions with my/our paddle-craft and/or that of others, man-made and/or other natural objects, wake(s) created from other watercraft, capsizing, becoming submerged, sinking and drowning, navigational hazards and other obstacles, which result in accident and/or injury; exposure to the elements, including hypothermia, as well as, Equipment failure and/or operator error, which may cause seen or unseen injuries; 3) Prolonged exposure to being in either cold or hot environments, physical exhaustion associated with any physical activity during and/or after the Activity/Event, related injuries or illnesses, including sunburn, sunstroke, heatstroke and/or dehydration, which may be unknown at time of participation but carry risks, and may result in injury, illness or death; 4) Other unforeseen hazards such as contracting airborne and/or contact illnesses (viral/bacterial/food poisoning/other disease(s) and hazards, which may arise from operating in low light, no light and/or nighttime conditions. These risks and dangers may be caused by my/our own actions and/or inactions, the actions and/or inactions of other Participant's, as well as, the possibility of other conditions as stated above. In the event of a minor injury such as a cut, basic first-aid will be provided. However, for a true medical emergency, the Host et al. will contact emergency services, as well as, the emergency contact listed on this form. I/we realize that the response time and/or availability of emergency services may be limited due to the remote location of the Activity/Event. Additionally, Mother Nature can be unpredictable and H2O Adventures & More LLC cannot be held liable for same and shall be exempt from any related expenses resulting from the emergency;

**3. RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT:** In consideration of the Host et al. furnishing services, which allows myself, as well as, any minor child(ren) listed on this form participation in the Activity/Event, I/we voluntarily release and forever, discharge the Host et al. from any and all liability and/or claims for any accident, injury, illness, death, or personal malady and/or their property connected with participation in the Activity/Event. This release specifically includes, but it's not limited to liability or claims based upon negligent acts and/or omissions of the Host et al. I/we further hold the Host et al. harmless from all liability, actions, causes of actions, debt and demands of every kind and nature, which I/we now have or, which may arise from my/our participation with the Activity/Event thereto. Initial  

**PHOTOGRAPHY RELEASE**

I hereby grant the Host et al., as well as, other Participant's the right to take photographs and/or video of myself, including any named minor child(ren) listed on this form and in connection with the Activity/Event. Any photograph and/or video shared with the Host et al. shall become the property of the Host et al. and hereby waive my/our right to any copyright laws. I/we hereby authorize the Host et al. to copyright, use and publish any photographs and/or video, whether in print and/or electronically for any lawful purpose, including but not limited to: publicity, illustration, advertising and Web content, including social media posts. Initial  

**PERSONAL RESPONSIBILITY**

I, as well as, any minor child(ren) listed on this form understand and agree: My/our physical condition, including my/our sense of balance and ability to navigate on foot while in water and/or on land, especially around potentially unstable, uneven and rugged terrain, as well as, wet and slippery surfaces may cause injury; There may be a great deal of physical exertion associated with the Activity/Event such as paddling in high winds or against the current, as well as, with carrying, unloading or loading the paddle-craft and/or any Equipment; I/we shall refrain from consuming alcoholic beverages and taking any recreational drugs before and/or while participating in an Activity/Event; I/we have the ability to enter and exit the paddle-craft, to paddle and to swim; I/we do not have any physical and/or mental condition, which could affect my/our participation in the Activity/Event and I/we are not participating in the Activity/Event against medical advice; I/we am obligated to follow the rules of the Activity/Event in order to minimize risk of injury and should exercise using common sense, be aware of my/our surroundings, not stray from the group, and if separated from the group I/we will maintain communication with the Host et al.; I/we will wear a personal floatation device (PFD) while under paddle and must review other safety measures as outlined on the FWC Personal watercraft/jet boat rental safety form; I/we are required to complete a Pre-Rental/Pre-Ride Instruction checklist; If at any time, I/we believe conditions are unsafe I/we will immediately communicate this to the Host et al. and will voluntarily discontinue further participation of the Activity/Event, therefore assuming all inherent risks with my/our decision to leave. I/we may also be held financially liable to reimburse the fees of other Participants if affected by my/our personal decision to abandon the Activity/Event. The Host et al. will not consider any partial or full refund due to my/our personal decision to abandon the Activity/Event.

Use of H2O Adventures & More LLC's Equipment constitutes an acceptance of an on lease basis and if any Equipment, utilized by anyone listed on this form is returned in a damaged state, is deemed to be unsafe for future use or is lost, I authorize H2O Adventures & More LLC to bill me for the lost and/or damaged items and I further agree to make payment for same within 30 days. Any deposit for rental gear will only be refunded if Equipment is returned undamaged. **Replacement fees are as follows:** Kayak \$800 / Paddle \$200 / Seat \$100 / PFD (Personal Floatation Device) \$50 / Paddle leash \$10 / Sifter leash \$5 / Dip net \$10 / Mesh bag \$10 / Apron \$12 / Gloves \$5 / Trash Grabber \$5 / Navigational lights \$20 / Headlamp \$5 / Walkie-Talkie \$30 / **Sifters:** sm. plastic \$5 / lg. screen \$35 **Shovels:** sm. plastic scoop w/holes \$5 / sm. plastic \$8 / sm. metal \$10 / med. metal \$20 / lg. metal \$30 / metal hand rake \$10 / metal hand scoop \$60 / metal sand flea rake \$65 / fossil rake \$75

Initial \_\_\_\_\_

**LEGAL REQUIREMENTS**  
(Please complete the section(s) which apply to your adventure)

**FOSSIL HUNTING**

I/we agree to comply with Florida Statutes §1004.575-576, which sets forth the State of Florida's declared intent to protect and preserve vertebrate fossils and vertebrate paleontology sites. All vertebrate fossils found on lands owned or leased by the state belong to the state with title to the fossils vested in the Florida Museum of Natural History for the purposes of administration. Field collection of vertebrate fossils may be conducted under the authority of a permit issued by the Program of Vertebrate Paleontology in accordance with FS §1004.575 and the University of Florida RULE 6C1-7.541 F.A.C. The purpose of the fossil collecting permit is not only to manage this non-renewable part of Florida's heritage, but to help paleontologists learn more about the range and distribution of the state's fossil animals. **Please note:** H2O Adventures & More, LLC does NOT hold a "Group" permit. Therefore, they shall not be liable for any illegal collection(s) and will assist with prosecution and/or any legal actions resulting from illegal collection. **I currently hold a valid State of Florida Fossil Hunting permit (check one)** Yes \_\_\_\_\_ Permit # \_\_\_\_\_ No \_\_\_\_\_

**PADDLING EVENTS (KAYAK)**

Pursuant to Florida Statute §327.54, H2O Adventures & More is a permitted livery. Therefore, any vessel (kayak) is considered rented or leased by the livery and each renter/leasee is required to review the "Personal watercraft/jet boat rental safety" form and complete a "Pre-Rental / Pre-Ride Instruction checklist". **I/we reviewed the "Personal watercraft/jet boat rental safety" form (Circle one)** Y / N

**I/we completed a Pre-Rental / Pre-Ride Instruction checklist (Circle one)** Y / N (one form per person, except minors)

**SALT WATER FISHING & SCALLOPING**

A Florida fishing license is required to land saltwater species in Florida regardless of where they are caught (state or federal waters) and is required to take or attempt to take saltwater fish, crabs, clams, marine plants or other saltwater organisms. Unless Participants are EXEMPT from recreational hunting, freshwater fishing or saltwater fishing licenses pursuant to Florida Statutes §379.353 the Participant agrees to obtain and carry a valid Florida Salt Water Fishing License. **Please note:** Since H2O Adventures & More, LLC is not a Charter Captain / Headboat Operator therefore, participants are solely responsible to obtain their individual State of Florida Salt Water Fishing License.

**I/we currently hold a valid State of Florida Fishing License (check one)** Yes \_\_\_\_\_ No \_\_\_\_\_

Further, I acknowledge having read this entire document, understand its terms and conditions, and agree to be bound by its terms having given up substantial rights by signing it for myself and/or any listed minor child(ren). I have signed this agreement freely, without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and have not changed it orally. This waiver shall be valid for the period of one (1) calendar year and shall cover all Activities/Events offered by the Host et al. To the extent that any portion of this agreement is deemed to be invalid under the law of applicable jurisdiction, the remaining portions of the agreement shall be binding and available for use by the Host et al. and its counsel in any proceeding. This agreement shall be construed pursuant to the laws of the State of Florida and the venue for any legal proceeding shall be in Hillsborough County, Florida.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ # of passengers on kayak: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Approximate Weight: \_\_\_\_\_

Street Address, City, State and Zip \_\_\_\_\_

Telephone Number: ( \_\_\_\_\_ ) - \_\_\_\_\_ Email : \_\_\_\_\_

**Child(ren) Information:** (Only complete if your minor child is participating in an activity with H2O Adventures & More)

Name (print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Approximate Weight: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Approximate Weight: \_\_\_\_\_

Name (print): \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Approximate Weight: \_\_\_\_\_

**EMERGENCY CONTACT**

Name (print): \_\_\_\_\_ Telephone Number: ( \_\_\_\_\_ ) - \_\_\_\_\_