

H2O Adventures & More, LLC

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 use any property, "Equipment" (personally owned/rented) and/or participate in any related "Activity/Event" provided by H2O Adventures & More LLC, including but not limited to its owner(s) and/or affiliates, respective instructors/educators, administrators, directors, agents, operators, employees, officers, members, volunteers, other participants, sponsors, and if applicable, business and/or owners of the premises where the Activity/Event takes place the "HOST et al" and myself and/or my personal representatives, assigns, heirs, and next of kin, the "Participant" hereby agrees, to the fullest extent permitted by law, as follows:

1. TO WAIVE ALL CLAIMS that he/she has or may have against the Host et al. arising out of their participation in the Activity/Event and/or use of the Equipment, including anytime the Participant is receiving instruction/training while using Equipment; Initial _____

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS of participating in the Activity/Event and/or use of the Equipment is voluntary and the Participant acknowledges same. The Participant also assumes full responsibility for the risks of personal injury, accidents and/or illness, which include, but are not limited to: injuries to the head, neck, spinal column and/or extremities; animal and/or insect bites and/or attacks; shock, paralysis, drowning; and/or death, as well as, any expenses resulting from any of the aforementioned risks. Further, the Participant assumes all risks regardless of the cause, even if they arise out of the **negligence or fault** of the Host et al. The Participant understands that paddlesports, as well as, other land and water based Activities/Events may present the following risk factors: 1) Changing water flow, tides, riptide, currents, wave heights, rogue wave and wake(s) created from other watercraft; 2) Collisions with the Participant's paddle-craft and/or that of others, man-made and/or other natural objects; 3) Capsizing, sinking and/or other hazards, which result in injury, becoming submerged, hypothermia, exposure to the elements, drowning and/or death; 4) Attack by or encounter(s) with native and/or exotic vegetation and wildlife, including but not limited to: skin irritation, injury, infection and/or any complication from same, which may be caused by any bacteria, fungi, red tide, parasites, any plant, their thorns, berries, fruits, any insects, birds, bats, aquatic and/or marine life, such as: alligators, snakes, sharks, stingrays, leeches, eels, fish and jellyfish and any waste product of same; 5) Equipment failure or operator error, which may cause seen or unseen injury such as a sprained or strained muscle(s), broken bone(s), dislocation, a laceration and/or bruising; 6) My physical condition, including my sense of balance, ability to navigate around and/or over uneven ground either on foot or under paddle, my ability to enter and exit any watercraft and any ability to participate, swim and follow instructions; 7) Wind, inclement weather, lightning, variances and extreme conditions of involving wind, weather, temperature and algal blooms, including red tide; 8) Heat or sun 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; 9) Operating in low light, no light and/or nighttime conditions; 10) Other unforeseen hazards such as contracting airborne and/or contact illnesses (viral/bacterial/food poisoning/other disease(s)), acts of Mother Nature such as breaking tree limbs, falling rocks/landslides, airborne debris, sinkholes and/or collapsing cave, exposure to broken glass and miscellaneous litter, as well as, any injury and/or medical treatment resulting from same. The Participant understands these risks may be foreseen or unforeseen, and dangers may involve serious bodily injury, including permanent disability, paralysis, and/or death. Injuries whether primary, secondary, direct, indirect, acute, overuse and/or chronic, include but are not limited to, soft tissue injuries (abrasions, lacerations, hematoma), broken bones, burns, traumatic brain injuries, spinal cord injuries and/or psychological injuries. These risks and dangers may be caused by the Participant's own actions and/or inactions, the actions and/or inactions of other Participant's and other conditions as stated above as the Activities/Events primarily take place in the outdoors. In the event of a medical emergency, the Host et al. will contact emergency services along with the emergency contact on this form; Initial _____

3. TO RELEASE the Host et al., each considered one of the "RELEASEE" herein from all liability for any loss, damage, injury, illness, death, or expense the Participant may incur, arising out of his/her participation in the Activity/Event and/or use of the Equipment, including while receiving instruction/training from the Host et al. The Participant specifically understands that he/she is releasing any and all claims, which may arise from any **negligent** acts of conduct of the Host et al. to the fullest extent permitted by law. However, nothing in this Agreement shall be construed as a release for conduct that is found to constitute gross negligence or intentional conduct; and Initial _____

4. TO INDEMNITY and hold harmless the Host et al. from any and all liability, any loss, damage, injury, illness, death, or expense, which the Participant may incur and/or suffer, arising out of participation in the Activity/Event and/or use of Equipment including while receiving instruction/training from the HOST et al.; Initial _____

PHOTOGRAPHY RELEASE

The Participant hereby grants the Host et al., as well as, other Participant's the right to take photographs and/or video of the Participant 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 the Participant hereby waive their right to the copyright laws. The Participant hereby authorizes the Host et al. to copyright, use and publish any photographs and/or video, whether in print and/or electronically. The Participant hereby agrees the Host et al. may use such photographs for any lawful purpose, including but not limited to: publicity, illustration, advertising and Web content, including social media posts. Initial _____

PERSONAL RESPONSIBILITY

The Participant (herein, he/she) understands and agrees: that he/she is obligated to follow the rules of the Activity/Event in order to minimize risk of injury, he/she should exercise using common sense, he/she should be aware of their surroundings and will wear a personal floatation device while under paddle, he/she reviewed and understands information as provided in the Frequently Asked Questions (FAQ) section of the H2O Adventures & More website, he/she understands that Mother Nature can be unpredictable and that H2O Adventures & More LLC cannot be held liable for such, he/she understands the nature of the related Activity/Event and certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activity/Event and is not participating against medical advice. If at any time, he/she believes conditions are unsafe they will immediately communicate this to the Host et al. and will voluntarily discontinue further participation in the Activity/Event. At that time, he/she will assume all inherent risks with their decision to leave and may be held financially liable to reimburse Activity/Event fees of other Participants if affected by their decision to abandon the Activity/Event. Additionally, the Host et al. will not consider any refund and/or any reimbursement of fees, which may be incurred due to the his/her choice to terminate the Activity/Event.

He/she understands the use of H2O Adventures & More’s Equipment constitutes an acceptance of an on lease basis during any Activity/Event. If any Equipment is returned in a damaged state, is deemed to be unsafe for future use or is lost, he/she hereby authorizes H2O Adventures & More LLC to bill them for the lost and/or damaged items and 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 (Lifejacket) \$50 / Paddle leash \$10 / Dip net \$10 / Mesh bag \$10 / Navigational lights \$25 / Headlamp \$5 / Gloves \$5 / Trash Grabber \$15 / Apron \$10 Sifters: sm. plastic \$5 / lg. screen \$35 / Sifter leash \$5 / Shovels: sm. plastic \$5 / sm. metal \$10 / med. metal \$20 / lg. metal \$30 / metal hand scoop \$60 / fossil rake \$75
Initial _____

LEGAL REQUIREMENTS FOR FOSSIL HUNTING

*I 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 _____ No Initial _____

Further, I acknowledge having read and understand this agreement’s terms and conditions and have given up substantial rights by signing it. 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: ____/____/____

Name (print): _____ Date of Birth: ____/____/____ Approximate Weight: _____

Street Address, City, State and Zip _____

Telephone Number: () - Email _____

EMERGENCY CONTACT

Name (print): _____ Telephone Number: () -