

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" (owned/rented) and/or participate in any related "Activity" provided by H2O Adventures & More LLC, its owners and/or affiliates, respective instructors/educators, administrators, directors, agents, operators, employees, officers, members and volunteers, other participants, sponsors, and if applicable, owners of the premises on which the Activity 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, use of any property and/or Equipment (owned/rented) provided by the Host et al., including anytime while the Participant is receiving instruction, training or obtaining Equipment (owned/rented) from the Host et al.; Initial _____

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS of participating in the Activity and/or use of the Equipment (owned/rented) is voluntarily and the Participant acknowledges same. The Participant also assumes full responsibility for the risks of personal injury, accidents and illness, which include, but are not limited to: head, neck, and/or spinal injuries; animal or insect bites or attacks; shock, paralysis, drowning; and/or death, as well as, any expenses resulting from any of the aforementioned risk. 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 and other water related Activities may bear the following factors: 1) Changing water flow, tides, currents, wave action and wake(s) created from other watercraft; 2) Collisions with any of the following: other participants, the watercraft, other watercraft, man-made and/or natural objects; 3) Collision, capsizing, sinking and/or other hazard which results in wetness, injury, exposure to elements, hypothermia, drowning and/or death; 4) Attack by or encounter(s) with insects and marine life, including but not limited to alligators, snakes, sharks, sting ray's, fish and jellyfish. 5) Equipment (owned/rented) failure or operator error; 6) My sense of balance, physical condition, ability to participate, swim and/or follow instructions; 7) Wind, inclement weather, lightning, variances and extreme conditions of wind, weather, and temperature; 8) Heat or sun related injuries or illnesses, including sunburn, sunstroke 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 or nighttime conditions. 10) Other unforeseen hazards such as broken glass and miscellaneous litter. The Participant understands these risks may be foreseen or unforeseen, and dangers may involve serious bodily injury, including permanent disability, paralysis, and/or death. These risks and dangers may be caused by the Participant's own actions or inactions, the actions or inactions of other Participant's or other conditions as Activities take place in the outdoors; 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 suffer, arising out of his/her participation in the Activity and/or use of the Equipment (owned/rented), including while receiving instruction and/or training. The Participant specifically understands that he/she is releasing any and all claims that arise or 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 and/or use of Equipment (owned/rented), including while receiving instruction, training or obtaining Equipment (owned/rented) from the Host et al. Initial _____

PHOTOGRAPHY RELEASE

The Participant hereby grants to the Host et al., as well as, to other Participant's the right to take photographs and/or video of the Participant in connection with the Participant's participation in the Activity. Any photograph and/or video shared with the Host et al. from any Participant for any Activity shall become the property of the Host et al. and hereby waives their right to 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. Participant hereby agrees the Host et al. may use such photographs of the Participant for any lawful purpose, including but not limited to: publicity, illustration, advertising and Web content, including social media posts. Initial _____

PERSONAL RESPONSIBILITY

The Participant understands that he/she is obligated to follow the rules of the Activity, he/she can minimize risk of injury by doing so and by exercising common sense, by being aware of his/her surroundings and by wearing a personal floatation device while under paddle. Mother Nature can be unpredictable and I understand H2O Adventures & More LLC cannot be held liable for such. The Participant understands the nature of the related Activity and certifies that he/she has no physical or mental condition that precludes him/her from participating in the Activity and he/she is not participating against medical advice. If at any time I believe conditions are unsafe, I will immediately communicate this to the Host et al. and will voluntarily discontinue further participation in the Activity. At that time, I assume all inherent risks with my decision to leave and realize I may be held financially liable to reimburse the Activity fees of other Participant's if they are effected by my decision to abandon the Activity. Additionally, the Host et al. will not consider any refund and/or any reimbursement of fees, which we may incur due to my voluntary choice to terminate the Activity.

The Participant also understands that use of Equipment furnished by H2O Adventures & More LLC constitutes an acceptance of said Equipment on a lease basis. Any deposit(s) provided to the Host et al. will be refunded if Equipment is returned undamaged. However, if Equipment is returned in a damaged state, is deemed to be unsafe for future use or if Equipment is lost, the Participant hereby authorizes H2O Adventures & More LLC to charge the credit card on file or bill the Participant for any loss and/or damaged items, payment must be made to H2O Adventures & More within 30 days. **Replacement fees are as follows:**
Kayak \$800 / Paddle \$200 / Seat \$100 / PFD (Lifejacket) \$50 / Mesh bag \$10 / Tether \$5 / Dip net \$10 / Paddle leash \$10 /
Nighttime navigational lights \$25 Sifters: small plastic \$5 / large screen \$30 Shovels: small plastic \$5 / large metal \$25
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.
I currently hold a valid Fossil Hunting permit (check one) _____ **Yes** _____ **No** Initial _____

Further, I acknowledge having read and understand this agreement's terms and conditions and that I have given up substantial rights by signing it, I have signed it 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 orally amended it. This waiver shall be valid for the period of one (1) year and shall cover any Activity offered by the Host et al., in which the Participant chooses to participate with. 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.

Name (print): _____ Date of Birth: ____/____/____ Approximate Weight: _____
Street Address, City, State and Zip: _____
Telephone Number: () - Email _____
Signature: _____ Date: ____/____/____

EMERGENCY CONTACT INFORMATION

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

(to be filled out by H2O Adventures & More)
ACTIVITY DETAIL

Date & Description of Activity:

Equipment used: