

WAIVER AND RELEASE FROM LIABILITY FOR KAYAKING / PADDLE BOARDING

I, _____ HEREBY WAIVE AND RELEASE, indemnify, hold harmless and forever discharge Black Creek Water Sports, LLC. and its agents, employees, officers, directors, affiliates, successors, landlord, and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the events or activities conducted by, on the premises of, or for the benefit of, Black Creek Water Sports, LLC. provided that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct.

I understand that the activities in which I will participate are inherently dangerous and may cause serious or grievous injuries, including bodily injury, damage to personal property and/or death. On behalf of myself, my heirs, assigns and next of kin, I waive all claims for damages, injuries and death sustained to me or my property, that I may have against the aforementioned released party to such activity.

By this Waiver, I assume any risk, and take full responsibility and waive any claims of personal injury, death or damage to personal property associated with Black Creek Water Sports, LLC. including but not limited to kayaking or paddle boarding and/or practicing and/or engaging and competing in any races or competitions or other activities and using the premises and facilities and equipment in any manner, form or fashion.

Initial: _____ I hereby commit to wearing a life jacket at all times while using the kayak or paddleboard.

Initial: _____ Black Creek Water Sports, LLC. has provided me with an approved flotation device and a whistle.

Initial: _____ I understand that this activity may result in severe injury, including but not limited to drowning or bodily injury.

Initial: _____ I understand that this is a physical activity and testify that I am capable of participating in physical sports and free from any condition that can prohibit participation in such.

Initial: _____ I understand that operating a kayak or paddleboard under the influence of any controlled substance or alcohol is prohibited.

Initial: _____ I understand that this activity may result in hazards posed by other boat traffic, or water and weather conditions.

Initial: _____ I understand that this activity takes place in a wilderness environment and there is a risk of injury from wildlife encounters including, but not limited to alligators, snakes, spiders, stinging insects and other animals and plants.

Initial: _____ I understand that when in doubt, I shall give other boaters right-of-way and will operate the rental kayak/paddleboard safely and in accordance with Florida boating rules and regulations.

Initial: _____ I understand that this rental does not have navigation lights and that I will not operate it when dusk or dark.

Initial: _____ Black Creek Water Sports, LLC. staff has provided a safety orientation and answered any questions I have had.

This WAIVER AND RELEASE contains the entire agreement between the parties, and supersedes any prior written or oral agreements between them concerning the subject matter of this WAIVER AND RELEASE. The provisions of this WAIVER AND RELEASE may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all parties.

The provision of this WAIVER AND RELEASE will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of Black Creek Water Sports, LLC, whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this WAIVER AND RELEASE. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver or if under the age of 18, have the signature of my parent or guardian below.

Participant

Signature: _____

Date: _____

Print Name: _____

Signature of Parent or Guardian Required if Participant Under 18

Signature: _____

Date: _____

Print Name: _____