

Wekiwa Springs Canoe Adventure

Assumption and Acknowledgment of Risks Release of Liability and Indemnity Agreement

In consideration of being allowed to participate in watersport events and activities and/or being provided with watersports recreational equipment or services, for myself and any minor children for whom I am parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns;

1.) ACKNOWLEDGMENT OF RISKS. I acknowledge that WATERSPORTS AND WATER RECREATIONAL ACTIVITIES ARE VERY DANGEROUS and involve the risk of SERIOUS INJURY and/or DEATH. Risks include, but are not limited to changing tides and water, collisions, capsizing, inclement weather, equipment failure, operator error, all of which can cause serious injury, paralysis and/or death.

2.) EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY. I agree to assume responsibility for all the risks of the activity, whether above or not, EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMED BELOW. My/ our participation in the activity is purely voluntary. I assume full responsibility for myself and any minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death or loss of personal property even if CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW, to the fullest extent permitted by law.

I understand that I am the only person authorized to operate the equipment provided to me, and I will not allow anyone else to operate the equipment. I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while on the water, and will also require any passengers to wear a life jacket. I am familiar with and will comply with all rules and regulations for safe operation of the equipment.

3.) RELEASE. I hereby release Wekiwa Springs State Park, landowner, municipal and/or any governmental agency upon whose property an activity is conducted ("owner"), if any, (collectivity "Releasees") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE OR ANY OTHER PERSON (INCLUDING MYSELF) to the fullest extent permitted by law.

4.) INDEMNITY. I hereby agree to INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE OR COST they may incur arising out of or related to the use of any equipment provided to me, or arising out of or related to any participation in any watersports or water recreational activity, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I have read this assumption and acknowledgment of risks, release of liability, and indemnity agreement. I understand that by signing this document, I am waving valuable legal rights, including any and all rights I may have against the Releasees, the operator named above, or their employees, agents, servants or assigns and intend my signature to be a complete and unconditional release and indemnity to the greatest extent permitted by law.

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 Wekiwa Springs Park 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 Wekiwa Springs State Park 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 Wekiwa Springs State Park HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Room for two guests per page, please read carefully:

Printed Name: _____ **Signature:** _____ **Age:** _____

Date: _____

Under 18 years old and/or Child, then NEED Printed Name of

Parent/Guardian): _____

Signature of Parent/Guardian for child, sign here: _____ **Date:** _____

Are there any major medical issues that the guides/instructors should know about? If yes, then please specify below.

Emergency Contact Info:

Name: _____ **Phone Number:** _____ **Relation:** _____

Printed Name: _____ **Signature:** _____ **Age:** _____

Date: _____

Under 18 years old and/or Child, then NEED Printed Name of

Parent/Guardian): _____

Signature of Parent/Guardian for child, sign here: _____ **Date:** _____

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