

# Kayak Amelia

## WAIVER AND RELEASE OF LIABILITY

In consideration of Kayak Amelia furnishing services and/or equipment to enable me to participate in kayaking, hiking, paddleboarding or biking, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have;(a) inherent risks, dangers and hazards and such exists in my use of kayaking/boating/biking equipment and my participation in kayaking/paddleboarding/biking activities;(b) my participation in such activities and/or use of such equipment may result in injury or illness including but not limited to bodily injury, disease, strain, fractures, partial and /or total paralysis, death or other ailment that could cause serious disability;(c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Kayak Amelia,Inc.; the negligence of the participants, the negligence of others, accident, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location and water level, risks of falling out of or drowning while in a raft, canoe, kayak or bike and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and /or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers or employees of Kayak Amelia, Inc, or by any other person.

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Kayak Amelia, Inc and its owners, agents officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful deaths, loss of services or otherwise which may arise out of my use of kayaking/paddleboarding /hiking/biking equipment or my participation in kayaking/paddleboarding /hiking/biking activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Kayak Amelia.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which Kayak Amelia, Inc or its agents is a party shall be either the County or Circuit court in Nassau County, FL.

### 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 KAYAK AMELIA, INC. 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 KAYAK AMELIA, INC. IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY 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 KAYAK AMELIA, INC. HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

**I agree that Kayak Amelia may use any photos taken of me while on this trip for advertising either on the Internet or in print.**

Date	Printed Name of Participant	Signature of Participant or Legal Guardian	Date of birth
__/__/__	_____	_____	_____
Street	_____		Phone _____
City, State, Zip	_____		
How did you hear about Kayak Amelia? _____			
Sign up for monthly email newsletter to learn about special tours and events			
Email address _____@_____			