



REVOCABLE KAYAK/CANOE USE, WAIVER OF LIABILITY, HOLD HARMLESS AND INDEMNITY AGREEMENT

I acknowledge, agree and represent as follows with respect to my use of a kayak or canoe supplied by Pelican Bay Foundation, Inc. (the "Foundation"):

I am over eighteen years of age. If there is a minor child or children listed herein, I am the natural/legal guardian of such minor child(ren). I, and any minor child for whom I am the natural/legal guardian, will comply with all rules and practices customarily applicable to the safe operation of a kayak or canoe including those prescribed by the Foundation. I understand that the Foundation may revoke this Agreement at any time and for any reason in its sole discretion.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: Participation in this this activity is voluntary. I accept and assume responsibility for all risks related to this activity, even those risks arising out of negligence on the part of the Foundation, or other third parties. For myself, and for any minor child for whom I am the natural/legal guardian, I accept and assume full responsibility for any and all risks or claims related to this activity including, but not limited to, bodily injury, accident, illness, paralysis, death or loss of personal property even if caused, in whole or in part, by the negligence or other fault of the Foundation, its officers, directors, employees or agents.

For myself, for any minor child for whom I am the natural/legal guardian, and our respective heirs, representatives, survivors and assigns, I agree to release, hold harmless, and indemnify the Foundation and it's officers, directors, employees, agents, subsidiaries, legal representatives and assigns, from and against any and all liability for any and all claims of any kind or nature whatsoever (including subrogation) arising out of or relating to the use of the kayak or canoe, including without limitation any and all claims for injury or death, or damage to property, including claims arising out of or relating to death, injury or damage arising solely or partially from the negligence or other fault of the Foundation.

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 THE PELICAN BAY FOUNDATION 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 THE PELICAN BAY FOUNDATION 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 THE PELICAN BAY FOUNDATION HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I have read the forgoing use, assumption of risk, waiver of liability, hold harmless, indemnity and other provisions which are an integral part of this Agreement. This Agreement supersedes any previous agreements, discussions or understandings, whether oral or written regarding the use of the kayak or canoe. I acknowledge and agree that no representation or warranty of any kind or nature has been made to me regarding the condition of the kayak or canoe, the Foundation's equipment, facilities, premises, or services. I acknowledge the rules regarding the use of the kayak/canoe on the reverse side hereof. I have been provided with an identical copy of the same for my reference. **BY SIGNING THIS AGREEMENT, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS**

OPERATOR SIGNATURE: _____ PB ID CARD #: _____

PRINTED NAME: _____ CELL PHONE #: _____

NAME OF MINOR CHILD: _____ NAME OF MINOR CHILD: _____

KAYAK/CANOE RULES

- Operator (person(s) to whom vessel is loaned) must be at least 13 years of age and possess a Foundation-issued ID card. The only non-card-carrying persons allowed to be a passenger is a child under age 13 who cannot obtain a Foundation-issued ID card.
- Operator under age 18 may not transport passengers.
- Only adults (18 years of age) may transport passengers.
- All passengers must be at least 6 years of age.
- Operator is responsible for inspecting the kayak/canoe before departing.
- Operator must confirm that there is a life jacket for each person onboard. The life jackets must fit and be worn at all times.
- Operator must not operate kayak/canoe during inclement or impending bad weather and must promptly return to shore or the dock during potentially dangerous weather conditions. Storms may form quickly. Return to shore or the dock if lightning is observed.
- It is illegal to operate the kayak/canoe, or to permit others to do so, when under the influence of alcohol or illegal substances.
- Operator must use the kayak/canoe in a responsible manner in the given environment.
- Foundation staff may cancel this agreement and request that kayak/canoe be returned at any time.
- Operator or natural/legal guardian shall pay the cost of any loss or damage to the kayak/canoe/equipment.
- Operation of a kayak/canoe in a manner that places passengers or other third parties in harm's way is prohibited.
- Kayaks from the North Boardwalk Dock may not be taken into the Gulf of Mexico.
- Kayaks/canoes from the North Boardwalk Dock must be returned to the Dock and stowed upside down on the Dock. Life jackets and equipment borrowed from the Dock must be returned to Station 6.
- Kayaks/canoes from the Beach must be launched and land between orange cones – "Cone Zone".
- Kayaks/canoes from the Beach must be kept within established boundaries, which are no further north than the North Beach Facility (Marker 36) and no further south than the Naples Grande Hotel (copper top tower just beyond Clam Pass).
- Kayaking/canoeing will be suspended if winds exceed 20 mph or if waves exceed three feet.

Number in Party: ____ Time Out: _____ Time to Return: _____

Type & Number of Vessels: Canoe ____ Single Kayak ____ Double Kayak ____

Number of Life Jackets ____ [1 per person] Number of Canoe Cushions/Flotation Devices ____ [1 per person]

Number of Paddles ____ [1 per person] Key to gate with whistle - Number ____

Security Officer on Duty: _____ Operator/Guardian initials: _____



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[MEMBER COPY]

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- Operation of a kayak/canoe in a manner that places passengers or other third parties in harm's way is prohibited.
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