



## About Kayaks River Rentals

25 Airport Drive West • Sebastian, Florida • 32958  
(772) 589-3469 • [www.aboutkayaks.net](http://www.aboutkayaks.net)

### **Participation Agreement, Release and Assumption of Risk – Page 1**

In consideration of the services of About Kayaks River Rentals, its agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on its behalf (herein collectively referred to as “About Kayaks”), I hereby agree to release and discharge About Kayaks on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: boat capsizing, tidal conditions and currents, travel in remote areas, collision with other objects or watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, mental anguish or trauma, illness in remote areas, exposure to strong wind and sun, cold storms, large waves, eddies and whirlpools, lightning, aggressive and/or poisonous wildlife, wrist, arm, shoulder or back injuries, slips and falls while hiking, and rapidly changing and adverse weather and water conditions.
2. I expressly agree and promise to accept and assume all risks existing in this activity. My participation is purely voluntary, in spite of the risks.
3. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless About Kayaks from any and all claims, demands, or causes of actions, which are in any way connected with my participation in this activity or my use of About Kayak’s equipment and facilities, including any such claims which allege negligent acts or omissions of About Kayaks.
4. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.
5. In the event that I file a lawsuit against About Kayaks, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of the lawful rules of that state. I agree that if any part of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.
6. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against About Kayaks on the basis of any claim from which I have released them therein.
7. I have had sufficient time to read this entire document. I have read and understood it, and I agree to be bound by its terms.
8. I hereby authorize any medical treatment deemed necessary in the event of injury while participating in this activity. I have either appropriate insurance, or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

**Continued for signature(s) ...**

# About Kayaks River Rentals

## Participation Agreement, Release and Assumption of Risk – Page 2

**I have read the release of liability on Page 1 and, by signing, agree to hold harmless About Kayaks River Rentals and its agents. I attest I am capable of performing the activity and no one has coerced or forced me to participate.**

Email addresses are requested only for the purpose of occasional promotions and will never be sold.

1. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Check if a Minor (under 18)  Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Printed Name of Parent/  
Guardian if a Minor: \_\_\_\_\_ Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
2. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Check if a Minor (under 18)  Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Printed Name of Parent/  
Guardian if a Minor: \_\_\_\_\_ Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
3. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Check if a Minor (under 18)  Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Printed Name of Parent/  
Guardian if a Minor: \_\_\_\_\_ Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
4. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Check if a Minor (under 18)  Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Printed Name of Parent/  
Guardian if a Minor: \_\_\_\_\_ Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_
5. Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Check if a Minor (under 18)  Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Printed Name of Parent/  
Guardian if a Minor: \_\_\_\_\_ Signature: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Kayak choice(s): Single # \_\_\_\_\_ Double # \_\_\_\_\_ # of People in Group: \_\_\_\_\_

Services may be declined for purposes of safety, such as known adverse weather conditions.

How did you find us?  
Thank you for being specific!

- Internet:  Google Search / Our website: [www.aboutkayaks.net](http://www.aboutkayaks.net)
- Sebastian River Area Chamber of Commerce
- TripAdvisor
- Yelp!
- Other: \_\_\_\_\_
- Friend/Family
- Our Sign/Marquee
- Local Hotel: \_\_\_\_\_
- Phone Book \_\_\_\_\_
- Other: \_\_\_\_\_