

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Up A Creek Kayak Tours, Inc. dba Up A Creek Kayak Tours, their agents, owners, officers, volunteers, participants, and employees (hereinafter collectively referred to as "UCTK"), I hereby agree to release, indemnify, and discharge UCKT on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that kayaking entails known and unanticipated risks that 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.
2. If I have chosen to use my own equipment, I realize that this may represent an increased risk of entrapment, injury and, or death.
3. **The risks include, among other things:** boat capsize and entrapment, tidal conditions, surf and currents, travel in remote areas, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, illness in remote areas; exposure to sun, biting insects, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning, aggressive and/or venomous marine life; wrist, arm, shoulder, and/or back injuries, including repetitive motion injuries; slips and falls while walking, getting in or out of kayaks; rapidly changing adverse weather and water conditions; being lost. Furthermore, UCKT employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless UCKT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of UCKT's equipment, **including any such claims which allege negligent acts or omissions of UCKT.**
6. Should UCKT be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
7. 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 I may have.
8. In the event that I file a lawsuit against UCKT, I agree to do so solely in the state of Florida, and I further agree that the substantive law of Florida shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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 UCKT on the basis of any claim from which I have released them herein. I also agree to pay for any and all damages to any equipment that is used in this activity.

I have had sufficient opportunity to read this entire document. I have read and understand it, and I agree to be bound by its terms.

Name of Participant (Print) _____ Date _____

Address _____ Phone _____

Participant Signature _____

Parent's or Guardian's additional indemnification (must be completed for participants under the age of 18)

In consideration of _____ (print minor's name)("Minor") being permitted by UCKT to participate in its activities and use its equipment, I further agree to indemnify and hold harmless UCKT from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian (Print Name): _____

Parent or Guardian Signature _____ **Date:** _____