

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Boland Family Enterprises, Inc. dba Naples Kayak Company , their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NKC"), I hereby agree to release, indemnify, and discharge NKC, Stellano Enterprises DBA The Capri Fish House , The Conservancy of Southwest Florida, , RRP REC Inc dba Glades Haven, Park Shore Marina LLC, Village I Land and Trust, Commercial Management of Collier County, their members, employees, independent contractors, directors officers, partners, shareholders, employees, managers, management companies, agents and affiliated companies,( hereinafter collectively referred to as "The Property"), on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that sea kayaking or canoeing 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. **SPRAY SKIRTS-** If I have chosen to use a spray skirt, I realize that this represents an increased risk of entrapment, injury and, or death.

**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, strong wind, cold, storms, large waves, eddies and whirlpools, and lightning; aggressive and/or poisonous marine life; wrist, arm, shoulder, and/or back injuries, including repetitive motion injuries; slips and falls while walking, getting in or out of kayaks from land or a dock; slip or fall while approaching or walking on a dock or beach, rapidly changing adverse weather and water conditions; being lost

Furthermore, NKC 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, instructions or directions, and the equipment being used might malfunction.

2. 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.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless NKC and the property 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 NKC's equipment or facilities, **including any such claims which allege negligent acts or omissions of NKC or the property.**
4. Should NKC, the property, or anyone acting on their behalf, 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.
5. 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.
6. In the event that I file a lawsuit against NKC or the property, 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 NKC and the property on the basis of any claim from which I have released them herein. I understand also that the kayak(s) has been rented to me and I am solely responsible for any use of the kayak(s) by any other persons. I also agree to pay for any and all damages to the kayak and equipment that I have rented.**

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

Name of Participant \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_

**Participant Signature** \_\_\_\_\_

REFERRED BY  Must Do Magazine  Marco Review  Brochure  Web  Newspaper  Other \_\_\_\_\_

### PARENT'S OR GUARDIAN INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by NKC and the property to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless SWS and the property 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: \_\_\_\_\_ Signature \_\_\_\_\_ Date: \_\_\_\_\_