

# Florida Bay Outfitters Inc. / Guided Tour - Release of Liability

Name of Participant \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Country \_\_\_\_\_  
Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_  
E-mail \_\_\_\_\_

**Medical Information** – Age \_\_\_\_\_ Height \_\_\_\_\_' \_\_\_\_\_" Weight \_\_\_\_\_ lbs.

Please describe any existing medical conditions: \_\_\_\_\_

Please list any medications being taken: \_\_\_\_\_

Please list any known allergies: \_\_\_\_\_

**Special Diet Requests** (allergies, vegetarian, just plain don't like something, etc.) \_\_\_\_\_

## Emergency Contact

Name: \_\_\_\_\_ relationship: \_\_\_\_\_  
Phone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

## Release of Liability

IN CONSIDERATION of being permitted to participate among and on kayaks, canoes and guided tours under the auspices of FLORIDA BAY OUTFITTERS, I acknowledge, appreciate and agree that:

- 1) The risk of injury from the activities involved in this program is significant, including the potential for paralysis or death. This risk includes but is not limited to my riding on any canoes and kayaks, and/or participating on guided tours.
- 2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of those persons released from liability below, and assume full responsibility for my participation; and,
- 3) I will comply with all rules and regulations. If I have any question, or observe any unusual or unnecessary hazard during my participation, I will immediately bring such to the attention of the nearest official; and,
- 4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS FLORIDA BAY OUTFITTERS, the owners and lessors of premises used to conduct the canoeing, kayaking, and guided tour activities, their officers, officials, instructors, trainers, agents and/or employees ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
- 5) Further, I hereby grant full permission to any and all foregoing to use photographs, videotapes, motion pictures, recordings or any other record of this event for any purpose whatsoever.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant: (PRINT) \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

(parent or gaurdian): \_\_\_\_\_ Date: \_\_\_\_\_

Under 18, signature of parent or guardian is required -- please read below.

## **FOR PARTICIPANTS OF MINORITY AGE (UNDER 18 AT TIME OF REGISTRATION):**

This is to certify that I, as parent/guardian of this participant do consent and agree to his/her indemnification, release and hold harmless as provided above of all Releasees, and I, for myself and behalf of my heirs, assigns and next of kin, hereby release, indemnify and hold harmless the releasees from any and all claims incident to my child's involvement in these programs EVEN IF ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES.