

Tour Agreement and General Liability Waiver

Wet Rabbit Kayaks, LLC

www.WetRabbitKayaks.com

- All paddlers must be in good physical shape and capable of getting in and out of their kayak on their own, paddling through a current, navigating through heavy traffic, and balancing their weight for the entire duration of our tour.
- The maximum capacity for each Kayak provided by Wet Rabbit Kayaks LLC is as follows; Solo size may hold a maximum of 1 person, and/or 200lbs. Tandem size may hold 2 persons max and/or 300lbs.
- Any paddler under the age of 18 years of age must be accompanied by at least one person who is 18 years or older.
- Paddlers under the age of 10 years are not permitted to paddle solo.
- A USCG approved PFD will be provided by Wet Rabbit Kayaks LLC for every paddler and every paddler is encouraged to wear them. Florida law requires children under 6 years of age **MUST WEAR A PERSONAL FLOTATION DEVICE** for the entire duration of our tour.
- **It is illegal to feed, touch or harass any wildlife. Failure to respect this rule will be reported to authorities and may result in hefty fines and/or jail time.**
- Swimming is not permitted within the boundaries of Silver Springs State Park, therefore renters/paddlers must remain inside their vessel during the duration of our tour.
- **Alcoholic beverages and pets are prohibited inside kayaks provided by Wet Rabbit Kayaks LLC.**
- Kayaks provided by Wet Rabbit Kayaks LLC are not to be beached on any surface such as (and not limited to) concrete ramps, logs, banks, docks or any surface other than the designated launch & return site as instructed by your guide/staff.
- Kayaks provided by Wet Rabbit Kayaks LLC may not go beyond their designated area as instructed by the guide/staff and should never leave the boundaries of Silver Springs State Park.
- At no point should kayaks & equipment provided by Wet Rabbit Kayaks LLC be transported in or on vehicles that do not belong to Wet Rabbit Kayaks LLC and/or Silver Springs State Park. Failure to respect this rule will be reported to authorities and treated as theft.
- Paddler will be required to reimburse Wet Rabbit Kayaks LLC for all damaged, stolen or lost equipment.
- Failure to arrive on time for your reservation will result in cancellation without refund.

Wet Rabbit Kayaks LLC has the right to refuse business to any renter/paddler for any reason, at any time. All bookings and sales are final and shall not be refunded within 24 hours or less of your scheduled reservation, unless otherwise agreed upon by Wet Rabbit Kayaks LLC. Proof of age and identity through a valid ID or Driver's License is required prior to activity. Each and every renter and participant must read, understand, agree with and sign this rental agreement prior to their scheduled reservation time. Any participant who is under the age of 18 years must be signed for by a parent or guardian over the age of 18 years. Failure to do so will result in cancellation without refund.

In consideration of being allowed to participate in any way in Wet Rabbit Kayaks, LLC's program, related events and activities, and use of equipment, I acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Wet Rabbit Kayaks LLC, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

Health Statement: I will notify Wet Rabbit Kayaks LLC ownership or employees if I suffer from any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation.

Media Statement: By signing below, I hereby grant and convey to Wet Rabbit Kayaks LLC all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by Wet Rabbit Kayaks LLC.

I understand and agree with the kayak rental rules and regulations as stated above. 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's Printed name:

Participant's Signature:

Age, D.O.B., Weight:

Tour Date:

Primary Contact Phone#:

Emergency Contact Name and Phone #:

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Participant of Minor Age Printed Name:

Parent / Legal Guardian Printed Name:

Parent / Legal Guardian Signature:

Date:
