

NRM
Nature Recreation Management of Lee County, LLC
8720 Estero Boulevard, Fort Myers Beach, Florida

Date: _____

ACKNOWLEDGMENT AND ASSUMPTION OF RISKS AND RESPONSIBILITY AND RELEASE OF LIABILITY
In consideration for services provided by Nature Recreation Management of Lee County, LLC 8720 Estero Blvd, Fort Myers Beach, FL 33931

WARNING: There are significant elements of risk in any adventure sport or activity associated with the outdoors and wilderness. Such activities include but are not limited to the camping, fishing, climbing, and the use or presence of watercraft (referred to herein as "activity") and the use of any related equipment.

- ACKNOWLEDGEMENT:** I acknowledge that there are inherent risks in this type of activity, including but not limited to the following:
1. Risks typically associated with watercraft including change in water flow or current, submerged, semi-submerged and overhanging objects, capsizing, swamping or sinking of watercraft and resultant injury, hypothermia, and/or drowning;
 2. Cold weather or heat related injuries and illnesses including hypothermia, frost bite, heat exhaustion, heat stroke, and dehydration;
 3. An "Act of Nature" which may include rock fall, inclement weather, thunder, and lightning, severe and or varied temperature, weather conditions, and winds including tornadoes;
 4. Equipment failure or operator error;
 5. Attack and or bite by animals;
 6. Accidents or illnesses occurring in remote places where there are no available medical facilities;
 7. The undersigned agrees that the equipment rented is in good and workable condition and agrees to pay any loss of or damage to equipment rented. Undersigned agrees to pay for costs of searching for lost equipment.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of the activity which I and any minor children for which I am responsible will engage in, I confirm that I am physically and mentally capable of participating in the activity and/or use of equipment. I participate willingly and voluntarily. I am aware of the risks inherent in this activity and assume full responsibility for personal injury, accidents or illnesses (including death) that may result from my, or the minor(s) for whom I am responsible, participation in the activity and any resulting expenses. I also assume responsibility for damage to or loss of my/our personal property as a result of any accident that may occur. I accept that wearing an approved U.S.C.G. personal flotation device for waterborne activities is a basic safety precaution.

COVENANT OF GOOD FAITH: I recognize that you, as provider of goods and services, will operate under a covenant of good faith and fair dealing but that you may find it necessary to terminate an activity or refuse or terminate the participation of any person for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to achieving objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.

RELEASE AND INDEMNIFICATION: In consideration of services or property provided, I, for myself, and any minor children, for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assignees, do hereby release and, in the case of minor children, will indemnify NATURE RECREATION MANAGEMENT OF Lee County, LLC, its principals, directors, officers, agents, employees and volunteers, and each and every land owner, municipal and/or government agency upon whose property an activity is conducted, from all liability, and waive any claim for damages arising from any cause whatsoever (except that which is the result of gross negligence). I also agree to be held accountable and pay for all damages (apart from common wear and tear) to the watercraft and related equipment that I rent. Nature Recreation Management of Lee County, LLC will determine such damage and costs.

I AM 18 YEARS OLD OR OLDER AND HAVE READ, UNDERSTOOD, AND ACCEPT THE FOREGOING TERMS AND CONDITIONS STATED HEREIN. I ACKNOWLEDGE THAT THIS AGREEMENT SHALL BE BINDING UPON MY HEIRS, MY ASSIGNED PERSONAL REPRESENTATIVES, ESTATE, AND MYSELF AND FOR ALL MEMBERS OF MY FAMILY INCLUDING ANY MINORS.

Print Name _____ Signature _____

Phone Number _____ Tell Us How You Heard About Us _____

Equipment: _____ Single Kayak _____ Double Kayak _____ Canoe(1-2 ppl) _____ Canoe(3-4 ppl) _____ Paddle Board _____ Pedal Boat _____ Adult Bike _____ Children's Bike
Time out: _____ Time Back: _____
All Equipment Must be returned by _____. Equipment Returned Late will be charged at \$30 per hour with a minimum of 1hour.

PLEASE DO NOT LITTER, PICK ANY PLANTS, AND DO NOT FEED OR DISTURB ANY WILDLIFE!
I HAVE READ AND UNDERSTAND THE ABOVE TERMS AND CONDITIONS.

CAUTION: THE BLACK ISLAND ESTUARY DEAD ENDS AT THE 2.5 MILE MARK YOU MUST PADDLE BACK TO THE STARTING POINT