



Please
initial each line that you agree to the statements below, sign and date. If it is found that these
rules and regulations are not adhered to you may be subject to fees/fines and/or removal from
One Particular Harbor with no refund.

[Video instructions may be found at www.youtube.com/@OneParticularHarborPSJ](https://www.youtube.com/@OneParticularHarborPSJ)

____: Assumption of Risk: I understand and accept that renting this kayak and participating in
kayaking exposes me to many hazards and entails unavoidable risk of death, personal injury
(including but not limited to drowning or bodily injury) and loss of or damage to property.

____: I also understand I should be in good physical health to participate in kayaking. I choose
to participate in kayaking in spite of these risks and hereby assume all risk of injury or loss of life
to myself and loss of or damage to property arising out of participating in kayaking.

____: I understand the inherent risk involved in using this equipment; accept full responsibility
for any and all such damage or injury which may result.

____: In consideration of One Particular Harbor allowing me use of these kayaks, I specifically
release and forever discharge One Particular Harbor and its officers, agents, and employees

from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while using these kayaks and participating in kayaking. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of One Particular Harbor or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release One Particular Harbor and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of One Particular Harbor or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting these kayaks or participating in kayaking, I will have no right to make a claim or file a lawsuit against One Particular Harbor or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

____: I hereby commit to wearing a life jacket at all times while using the kayak. And agree that One Particular Harbor is in no way liable to flotation device liabilities including life jackets and floats.

____: I understand that this activity may result in severe injury, including but not limited to drowning or bodily injury.

____: I understand that accessories such as cargo (dry bags, etc) can change the dynamics of kayaking and can create additional risks for the participant.

____: I understand that this activity may result in hazards posed by other kayakers, boat traffic, or water and weather conditions.

____: I understand the basics of how to safely enter/exit and paddle a kayak.

____: I understand that when in doubt, I shall give other boaters right-of-way and will operate the kayaks safely and in accordance with Florida boating rules and regulations.

____: I understand that this kayak does not have navigation lights and that I will not operate it when dusk or dark.

____: I understand that upon return of the kayaks One Particular Harbor will inspect it for damage. If unreasonable damage is discovered One Particular Harbor reserves the right to levee additional fee(s) on my final bill to cover damages.

____: I understand that I am responsible for transporting the kayaks and the golf cart is not to be used for transportation of kayaks.

____: One Particular Harbor staff has answered any questions I have had.

____: I have carefully read and understood the above.

____: I understand this is an assumption of risk, waiver and release of liability and I sign it voluntarily.

____: I also understand that I should not and may not participate in this activity if I am under the influence or alcohol or drugs.

Signature:

Date:

