

READ CAREFULLY

KAYAK LAKE WORTH WAIVER AND RELEASE OF LIABILITY

In consideration of **Kayak Lake Worth** furnishing services, the use of **Kayak Lake Worth's** premises and/or equipment to enable me to participate in kayaking, standup paddleboarding or canoeing, I agree as follows:

I fully understand and acknowledge that: **(a)** outdoor recreational activities have inherent risks, dangers and hazards and such exist in my use of kayaking, standup paddleboarding or canoeing equipment and my participation in kayaking, standup paddleboarding or canoeing; **(b)** my participation in such activities and/or use of such equipment or premises may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; **(c)** these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of **Kayak Lake Worth**; the negligence of participants, the negligence of theirs, accidents, beaches or contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision-making, including that a guide may misjudge terrain, weather, trail, water or ocean conditions, and water level, risk of falling out (off) of or drowning while in a kayak, standup paddleboard or canoe and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, ocean, lagoon, fresh water bodies outdoor or recreational environment.

By my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of **Kayak Lake Worth**, or by any other person, including myself. I also verify that I am in good health, not under the influence of any drugs or alcohol of any kind, nor do I have them in my possession, and am capable of pursuing the sport of kayaking, standup paddleboarding or canoeing, and that my participation in this activity is voluntary. I/we also agree to wear a properly secured USCG approved personal floatation device, of type 3 or better, at all times. Areas of operation are to include the protected waters of the Lake Worth Lagoon estuary; and or fresh water bodies of water in Palm Beach County, FL. **Kayak Lake Worth does not allow its boats on the open ocean.**

I, on behalf of myself, my personal representatives and my heirs, hereby voluntarily agree to release, discharge, hold harmless, defend and indemnify **Kayak Lake Worth** and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of kayaking, standup paddleboarding or canoeing equipment or premises or my participation in kayaking, standup paddleboarding or canoeing activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have at the present time or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **Kayak Lake Worth**.

I HAVE READ THE WAIVER AND RELEASE AND BY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE **KAYAK LAKE WORTH** FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

NAME (PRINT): _____ SIGNATURE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP CODE: _____ EMAIL ADDRESS: _____

Check here if Under 18 Years Old

SIGNATURE: _____ DATE: _____

SIGNATURE OF PARENT OR GUARDIAN (IF UNDER 18 YEARS OLD)