

WAIVER AND RELEASE OF LIABILITY

This form is a contract with legal consequences. Please read it carefully before signing.

I understand and agree to abide by all the terms and conditions, on behalf of myself and my minor child, of the Rental Agreement between myself and Happy Ours, Inc. Kayak & Bike Outpost located at 775 Cape San Blas Road, Port St. Joe, Florida 32456, hereafter referred to as COMPANY. In consideration of being allowed to participate in any way in the COMPANY's program, its related event and activities, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in bicycling, water sports, and outside activities is significant, including the potential for permanent disability and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2. Due to the physical activity involved in this outdoor recreation, I assume responsibility for my personal fitness, and **I will not indulge in any illegal drugs or alcohol. I agree to wear a Coast Guard approved PFD (personal flotation device) while aboard any marine vessel; and I am advised to wear a helmet while riding a bicycle;** and,

3. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my participation; and,

4. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, 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 COMPANY immediately; and

5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, indemnify, and hold harmless the company, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used for the activity ("RELEASEES"), with respect to any and all injury, disability, death, or loss or damage to person or property associated with my presence or participation, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law; and

6. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I ATTEST THAT I AM 18 YEARS OLD OR OVER and 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.

Print Name of Adult:	Participant's Signature:
1.	1.
2.	2.
3.	3.
4.	4.
5.	5.
6.	6.

Rev. 2017

USE REVERSE SIDE TO SIGN FOR MINOR CHILDREN.

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FOR PARENTS AND LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE (Under 18)

This is to certify that I, as parent/guardian with legal responsibility for this minority participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my child and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in this program as provided above, to the fullest extent permitted by law.

Minor children using rental equipment must be supervised at all times by an adult. Children must wear a Coast Guard approved personal floatation device (PFD) while aboard kayaks, canoes, and paddleboards. All children are advised to wear helmets while riding bicycles, and Florida law requires children under 16 to wear helmets while riding bicycles or carried in toddler trailers.

I HAVE READ THIS RELEASE OF LIABILITY AND BY FREELY SIGNING IT, AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE SAID COMPANY AND ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS AND SERVANTS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR LOSS OF LIFE CAUSED BY NEGLIGENCE.

Signature of Parent or Legal Guardian:	Print Child's Name:	Minor's Age
1.	1.	
2.	2.	
3.	3.	
4.	4.	
5.	5.	
6.	6.	
7.	7.	
8.	8.	
9.	9.	
10.	10.	
11.	11.	
12.	12.	

USE REVERSE SIDE FOR ADULT PARTICIPANTS.