

# A Crystal River Kayak Company, Inc.

EST. RETURN \_\_\_\_\_

## ASSUMPTION OF RISK AND RESPONSIBILITY, ACKNOWLEDGEMENT OF RISKS, AND RELEASE OF LIABILITY

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of the activity which I and my minor children for which I am responsible will engage in, I confirm that I am, (we are) **physically and mentally capable** of participating in the activity and using the equipment. I / we elect to participate in spite of the risk and assume full responsibility for any losses and / or damages. These losses and / or damages include, but not limited to: sprains, torn muscles and / or ligaments, fractured bones, eye damage, cuts, abrasions, contusions, dehydration, anoxia, head, neck and / or spinal injuries, paralysis, animal bite or attack, snake bite, allergic reactions, shock, and / or death.

**I will abide by the NO ALCOHOL policy prior to renting or touring and while on the water.**

**ACKNOWLEDGEMENT OF RISKS:** I realize that there are inherent dangers in kayaking, canoeing, and fishing, with or without a guide, as well as inherent dangers in kayaking instructional clinics. The use of a kayak or canoe in or upon the water may involve hazards including but not limited to the following:

- 1) Varying wind and weather conditions, the presence of motorized watercraft, the stability characteristics of a watercraft, equipment failure, and my / our sense of balance and inability to control the craft or follow instructions can pose a dangerous risk to my / our safety;
- 2) Collision, upset, overturn and sinking can result in getting wet, injured, exposed to the elements, and / or drowning;
- 3) An 'act of nature' which may include wildlife bites, alligators, snake bites, tree falling, inclement weather, thunder and lightning;
- 4) Weather related injuries and illnesses such as heat exhaustion and heat stroke, due to hot weather and high humidity, or hypothermia due to cold weather;
- 5) There are no lifeguards present to rescue me / us from injury or drowning;
- 6) Personal property may be lost or damaged.

**LIFE JACKET:** I understand that wearing a US Coast Guard approved floatation device is a required and important safety precaution. Risks and dangers may arise from foreseeable and unforeseeable causes including a guide's ability to make decisions or judge weather, water route, water levels, tides. I fully understand and acknowledge that the aforementioned risks, dangers, and hazards are integral to recreational activities taking place in an outdoor, remote or wilderness environment.

**EXPENSES:** I / we either have insurance or agree to pay all costs of rescue and / or medical services incurred on my / our behalf. I further agree that if I have RENTED EQUIPMENT from A CRYSTAL RIVER KAYAK Co. I will stay within the confined area and time frame defined by A CRYSTAL RIVER KAYAK Company's guide(s). I will be responsible for the repair or replacement of damaged or lost equipment resulting from anything other than normal wear and use.

**RELEASE OF LIABILITY:** In consideration of services and equipment provided, I for myself and minor children for which I am parent, legal guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless, and indemnify A CRYSTAL RIVER KAYAK Co., and its owners, officers, and employees and each and every land owner, upon whose property an activity is conducted, 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 / our use of kayak, canoe or fishing equipment or my / our participation in any of the aforementioned activities.

**PHOTOGRAPHY:** I hereby grant permission to A CRYSTAL RIVER KAYAK Company's employees, agents, and other guests to take photographs and make film records of myself and my children without further recourse. I understand and agree that such photographs and / or film records may be used for commercial and / or promotional purposes.

★ **THERE WILL BE A \$50/PERSON/HR LATE FEE FOR ANY BOATS\* NOT RETURNED BY 4:30 PM.**  
*\*PRIVATE OR RENTAL!*

How did you find us?  TripAdvisor  Internet Search  Visit Florida  Printed AD  Local Park

HOME ZIP CODE \_\_\_\_\_  Local Company Referred you to us .....

ADD ME TO YOUR EMAIL LIST: \_\_\_\_\_

CELL: \_\_\_\_\_  
To call in case of severe weather warning

Signature \_\_\_\_\_ PRINT Name: \_\_\_\_\_ Date: \_\_\_\_\_  
ADULT PARTICIPANT ADULT PARTICIPANT

Signature: \_\_\_\_\_ FOR: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent or Guardian signing for child under 18 NAME OF MINOR CHILD

ARRIVAL TIME \_\_\_\_\_ BOAT # \_\_\_\_\_ RETURN TIME \_\_\_\_\_

1-2 HR 2-4HR DAILY

# U.S. Fish and Wildlife Service

## Manatee Viewing Prohibitions for Kings Bay

*Chasing or pursuing manatee(s).*

*Disturbing or touching resting or feeding manatee(s).*

*Diving from the surface on to resting or feeding manatee(s).*

*Cornering or surrounding or attempting to corner or surround a manatee(s).*

*Riding, holding, grabbing, or pinching or attempting to ride, hold, grab, or pinch manatee(s).*

*Poking, prodding, or stabbing, or attempting to poke, prod, or stab manatee(s) with anything, including your hands and feet.*

*Standing on or attempting to stand on manatee(s).*

*Separating a mother and calf or attempting to separate a mother and calf.*

*Separating manatee(s) from a group or attempting to separate manatee(s) from a group.*

*Giving manatee(s) anything to eat or drink or attempting to give manatee(s) anything to eat or drink.*

*Actively initiating contact with belted and/or tagged manatee(s) and associated gear, including any belts, harnesses, tracking devices, and antennae.*

*In addition to the above prohibited activities, the following waterborne activities are prohibited within Three Sisters Springs from November 15 to March 15: scuba diving and fishing, including with hook and line, by cast net, or spear.*

Signature \_\_\_\_\_ Date \_\_\_\_\_