

**ECONFINA CREEK CANOE RENTALS LLC**

**5461 PORTER POND ROAD, YOUNGSTOWN, FL 32466 LIABILITY WAIVER AND LEASING AGREEMENT**

**PLEASE READ THE FOLLOWING AND ALL ADULTS MUST SIGN FOR THEMSELVES AND FOR ANY ACCOMPANYING MINORS. THIS IS A FAMILY RECREATION AREA - PLEASE CONDUCT YOURSELF ACCORDINGLY.**

Econfina Creek Canoe Rentals LLC ("Econfina") has NO ON-WATER LIABILITY INSURANCE. I am aware that outdoor recreational activities can be hazardous and assume risk for any injury, loss of life, and/or damage to any type of personal property during such activities involving the lease and rental of any equipment rented through Econfina. I fully realize that Econfina, and its agents, employees, successors, and assignees remain harmless from all liabilities, claims, demands, cases, losses, expenses, and compensation of whatever nature, for loss, damage, and/or injuries of persons and personal items.

I, as a parent or guardian or supervisor of any minor child under the age of 18, attest this agreement individually and on behalf of any minor child that I bring to Econfina to participate in water sport rentals.

Kayak/Canoe/Paddle Board Rental Agreement - Waiver and Release of Liability Assumption of Risk: I understand and accept that renting equipment from Econfina and participating in kayaking or another water sport associated with this rental business exposes me to many hazards and entails an unavoidable risk of death, personal injury (including but not limited to drowning or bodily injury), injury or hazard by wild animals/wildlife in the creek and surrounding areas, and loss of or damage to property. I also understand I should be in good physical health to participate in kayaking, canoeing, paddleboarding, or the water sport rental activity of my choice at Econfina. I choose to participate in this water sport activity of my choice 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 renting this water sport equipment and participating in kayaking, canoeing, or another water sport rental activity. I understand the inherent risk involved in using this equipment; accept full responsibility for any and all such damage or injury which may result.

Waiver and Release: In consideration of Econfina renting me this kayak, canoe, paddleboard, and/or other associated equipment, I specifically release and forever discharge Econfina 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 renting this water sport equipment and participating in kayaking, paddle boarding, canoeing, or swimming in any part of the Econfina Creek. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death, or damage caused by the negligence of Econfina or its officers, agents, or employees.

It is my intent by the Waiver and Release Agreement to release Econfina 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 Econfina 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 in any way engaged in renting this kayak/canoe/paddle board or participating in kayaking/canoeing/paddle boarding, I will have no right to make a claim or file a lawsuit against Econfina 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 water sport equipment that I rent from Econfina.

Initial (IF APPLICABLE):  I, as a parent or guardian or supervisor of any minor child under the age of 18, attest this agreement individually and on behalf of any minor child that I bring to Econfina to participate in water sport rentals.

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

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

Initial:  I understand that this activity may result in hazards posed by other kayakers/paddle boarders/canoers and water sport renters, boat traffic, any animals or water life in the environment, or water and weather conditions.

Initial:  I understand the basics of how to safely enter/exit and paddle a kayak, paddle board, or canoe.

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

Initial:  I understand that this kayak/paddle board/canoe does not have navigation lights and that I will not operate it when dusk or dark.

Initial:  I understand that Econfina is not liable for lost, stolen, or otherwise damaged personal equipment, including any water sport equipment and any other property that I, myself, brought to Econfina.

Initial:  I understand that, if I choose to participate in the shuttle service provided by Econfina, Econfina, nor any of its staff members are liable for any bodily injury, loss, or damage of personal or rented equipment. In the event of an accident, Econfina is not liable for any injuries or damage to personal or rented equipment. I further recognize and acknowledge that there are certain risks of physical injury to vehicle passengers, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I may sustain as a result of participating in any and all activities connected with or associated with receiving transportation services with Econfina, including, but not limited to, injuries, damages and loss arising out of negligent operation or supervision of the vehicle. I further agree to waive and relinquish all claims I may have (or accrue to me) against Econfina, including its respective officials, agents, volunteers, and employees. I do hereby fully release and forever discharge Econfina from any and all claims for injuries, damages, or losses that I may have, or which may accrue to me and arising out of, connected with, or in any way associated with said transportation services.

Initial:  I understand that upon return of the rented vessel Econfina will inspect it for damage. If unreasonable damage is discovered Econfina reserves the right to levee additional fee(s) on my final bill to cover damages.

Initial:  Econfina staff has answered any questions I have had.

Initial: [ ] 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 of alcohol or drugs.

Initial: [ ] I verify that I am in good physical health to participate in the renting of Econfina water sport equipment and all recreating with rented Econfina water sport equipment.

Initial: [ ] I understand that use of equipment furnished by Econfina constitutes and acceptance of said equipment on a lease basis "AS IS". It is my duty to let Econfina staff know if there is any type of flaw or damage to the rented canoes or other watersport equipment. I agree to pay for any damage done to said equipment or property of others damaged during my rental with Econfina. If I fail to return any or all of said equipment, I will reimburse Econfina for the amount of replacement costs. If Econfina personnel must search for any equipment due to irresponsible actions by myself or any member of my party (both over and/or under the age of 18), I will pay for said search.

Initial: [ ] I understand that I and any member of my party shall be CANOEING AT OUR OWN RISK.... CREEK IS SUBJECT TO SUDDEN RISE.

**Initial: [ ] I agree to return all equipment by 6:00PM on the final day of my rental. If equipment is not returned, I will pay \$20.00 per half hour, for each half hour equipment is kept past 6:00PM.**

For renter use:

Signature (18 years of age and older) : [ ]

Print Name: [ ]

Date: [ ]

Contact Phone # [ ]

DL Number: [ ]

Automobile Color/Make (If Applicable): [ ]

License plate number: [ ]

Emergency Contact NAME: \_\_\_\_\_

Emergency Contact Relationship & Phone: \_\_\_\_\_

Signature of Parent or Guardian for child under 18, or if assuming responsibility for entire groups:

[ ]

Childrens/Minors Names (if applicable):

[ ]

[ ]

For office use only:

Date/Time of Rental \_\_\_\_\_ Expected Return Date/Time \_\_\_\_\_

Vessel Type & Number \_\_\_\_\_