

ASSUMPTION & ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY AGREEMENT

Read carefully: This is a waiver and release of liability

I hereby declare that I have no physical or mental conditions that should preclude me from participating in my chosen activity and that I am not participating against medical advice or treatment.

I acknowledge that kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree to assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks.

In consideration of the services of Friends of MacArthur Beach State Park (FMB) and MacArthur Beach State Park (MBSP), their agents, officers, volunteers and employees and all other persons acting in any capacity on their behalf, collectively referred to as FMB and MBSP, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FMB and MBSP, from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, or use of equipment or facilities, including any such claims which allege negligent acts or omissions of FMB or MBSP. Should FMB and/or MBSP be required to incur attorney's fees and costs to enforce this Release of Liability, I agree to indemnify and hold them harmless for all such fees and costs.

Personal Floatation Devices (Life Jackets) must be worn by all participants. No alcoholic beverages permitted.

I agree to return all equipment in its present condition or reimburse FMB at retail replacement cost. All kayaks must be returned by 4:00 PM. Late fees are \$20 per hour or any increment thereof, per kayak, in addition to regular rental rates. I agree to be bound by the rules and regulations on the reverse.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my rights to maintain a lawsuit against FMB, MBSP, employees or volunteers, on the basis of any claim from which I have released them herein.

As a supervisor of a minor child, I make this agreement individually on behalf of this minor child to induce FMB and MBSP to allow the child to ride in a kayak. Sign as parent or guardian and print name of minor(s).

Date: _____

Signature _____ Print name: _____

Signature _____ Print name: _____

Signature _____ Print name: _____

Signature _____ Print name: _____

Phone Number _____

***OFFICIAL USE ONLY**

Number in party: _____ Deposit: _____

Single Kayaks _____ Double Kayaks _____ Check out time: _____ Actual Check in time: _____

Rental Agent _____ Amount Paid: _____



PDF #'s _____

Kayaking Rules and Regulations

- **Personal Flotation Devices (Life Jackets) MUST be worn properly by all when in the kayak**
- **Kayaks are made for one or two persons only, no additional passengers are allowed**
- **Please make sure the kayak is floating before boarding**
- **Do not push off with the paddle**
- **Do not stand up in the kayak**
- **Children must be at least 13 years old to be in a single kayak and must be accompanied by a parent or guardian. An adult must accompany all persons under 18 years of age**
- **Rented equipment shall not be removed from Park property and must be returned no later than 4:00 PM. Late fees are \$20 per hour or any portion thereof**
- **Alcoholic beverages and/or drug use is prohibited**
- **Please respect Park resources, wildlife, sea grasses, and equipment**
- **Fees will be applied for violation of the rules and regulations**

***PLEASE REPORT ANY PROBLEMS WITH THE EQUIPMENT TO
OUTFITTERS GIFT SHOP PERSONNEL***

