READ CAREFULLY
WAIVER AND RELEASE OF LIABILITY
(This form is to be used for Adults Only)

In consideration of **Aardvark's Florida Kayak Company** furnishing services and/or equipment to enable me to participate in Aardvark's Florida Kayak Company activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Aardvark's Florida Kayak Company equipment and my participation in Aardvark's Florida Kayak Company activities; (b) my participation in such activities and/or use of such equipment 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 Aardvark's Florida Kayak Company; the negligence of the participants, the negligence of others, accidents, breaches of 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 or river route location, and water level, risks of falling out of or drowning while in a canoe or kayak and such other risks, hazards and dangers that are integral to recreational 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 Aardvark's Florida Kayak Company, or by any other person. I further agree to abide by a policy of no alcohol on rental or guided trips and to wear a life jacket at all times. I further state that I have been informed as to the rules and prohibitions relative to manatees and the Crystal River NWR. The Manatee Manners Video and/ or Refuge handout has been made available and we have been encouraged to practice Passive Observation. **I am fully aware that Aardvark's Florida Kayak does not allow swimming with manatees during their tours or from their rental kayaks.**

I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Aardvark's Florida Kayak Company 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 Aardvark's Florida Kayak Company equipment or my participation in Aardvark's Florida Kayak Company activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Aardvark's Florida Kayak Company. . I permit the use of any photos, slides, films, or sketches taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assigns, administrators and executors.

The Venue of any dispute that may arise out of this agreement or otherwise between the parties to which the Aardvark's Florida Kayak Company or its agents is a party shall be either the city of Inverness, Florida Justice Court or the County Court in Citrus County, or State Supreme Court in Marion County, FL

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE Aardvark's Florida Kayak Company FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Group Name (if applicable): _____
Date_____

Print Name	Signature	Emergency Contact Ph #