



Cocoa Kayak Rentals
WAIVER AND RELEASE FROM LIABILITY

 Name (hereinafter "Releasor")

 Address

 City State Zip Code

For this document, "Equipment" is defined as kayak, paddle, life vest, safety whistle, and if borrowed, any waterproof containers.

In consideration of being permitted to rent the Equipment from Kayak Hershey, LLC. (hereinafter "Cocoa Kayak Rentals DBA") and purchase a guided or unguided tour of certain waterways, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Releasor hereby:

1. Represents that Releasor is at least 18 years old or Releasor's parent or legal guardian has joined this Waiver and Release from Liability and are included as "Releasor".
2. Agrees to carefully inspect all rented Equipment prior to use of the same. Releasor agrees that all rented Equipment is in good working order and free from defects of any kind or nature. If Releasor believes anything is unsafe about the Equipment, Releasor agrees to immediately notify Cocoa Kayak Rentals of such condition and agrees to refuse to use such Equipment.
3. Agrees to obey all instructions presented during paddle talks and by staff and follow all of Cocoa Kayak Rentals 'safety instructions.
4. Agrees to promptly return all rented Equipment after use thereof and further agrees to pay for any loss thereof or damage thereto. Releasor agrees to be responsible for all costs to collect recovery for such loss or damage incurred by Cocoa Kayak Rentals, including but not limited to, reasonable attorney's fees and court costs.
5. Acknowledges, agrees, and fully understands that Releasor will be engaging in activities that involve risk of serious injury, including, but not limited to, permanent disability, death, and property damage, as well as severe social and economic losses which might result not only from his/her own actions, inactions, and negligence, but also result from the actions, inactions or negligence of third parties. Further, Releasor acknowledges, agrees, and fully understands that there may be other risks not known to Cocoa Kayak Rentals or not reasonably foreseeable at this time.
6. Assumes all the foregoing risks and accepts personal responsibility for any and all damages following such injury, infection, permanent disability, death, or property damage by voluntarily renting said equipment and purchasing a tour with full knowledge of the risks involved. Releasor hereby agrees to assume full responsibility for his/her own safety, health, and well-being while the Equipment is rented and the tour is conducted. Releasor recognizes there is an inherent danger in the use of kayaks.
7. Releases, waives, discharges, holds harmless, and covenants not to sue Cocoa Kayak Rentals, its officers, directors, agents, employees, contractors and the other participants (hereinafter individually and collectively the "Releasees") from any and all claims, demands, losses, or damages on account of injury, including, but not limited to, injury, infection, permanent disability, death, or damage to property caused or alleged to be caused, in whole or in part, by the actions, inactions, or negligence of Releasees, or otherwise related to Releasor's Equipment rental or guided tour.
8. Agrees that this Waiver and Release from Liability shall be binding on and shall inure to the benefit of his/her heirs, guardians, personal representatives, and legal representatives.
9. I hereby grant full permission for Kayak Hershey, LLC and their respective agents, boards, commissions and other involved parties of the foregoing to take use of photographs and any other record of this activity including my name and/or voice for advertising display, audiovisual presentations or other reasons. I waive any right of privacy, publicity, compensation, copyright or other rights to those images.

I/WE HAVE CAREFULLY READ THIS WAIVER AND RELEASE FROM LIABILITY, FULLY UNDERSTAND ITS CONTENTS AND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT, INTENDING TO BE LEGALLY BOUND HEREBY, KNOWINGLY, INTELLIGENTLY, AND OF HIS/HER OWN FREE WILL.

Participant Signature _____ Date _____

Parent/Guardian Signature if applicable _____ Date _____

Parent/Guardian Printed Name _____