

# SHANE KAYAK CENTER FULL MOON KAYAK TOURS

Presented by: North Beach Development Corporation of Miami Beach, Inc.

In consideration for my being permitted to participate in the activities of Shane Kayak Center, I agree to the following Waiver and Release. I acknowledge that kayaking has inherent risks, hazards, and dangers to anyone, that cannot be eliminated, particularly in an outdoor environment.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

Water hazards in boating and swimming in waterways including drowning. Inclement weather conditions and unavailability of immediate medical attention in the outdoors in case of injury.

I understand the risks, hazards, and dangers of kayaking and have had the opportunity to discuss them with the staff of Shane Kayak Center. I understand that these activities may require good physical conditioning, and a degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in these activities is purely voluntary. No one is forcing me to participate, and I elect to participate in spite of the risks. I

AM VOLUNTARY USING THE SERVICES OF SHANE KAYAK CENTER, WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED, AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS AND DEATH.

Lastly, I, for myself, my heirs, successors, executors and subrogees, hereby KNOWINGLY AND INTENTIONALLY WAIVE, AND RELEASE, INDEMNIFY AND HOLD HARMLESS SHANE KAYAK CENTER AND NORTH BEACH DEVELOPMENT CORP OF MIAMI BEACH, INC., their directors, officers, agents, employees and volunteers from against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys fees) which are related to and arise out of, or are in any way connected with my participation in this activity including, but not limited to NEGLIGENCE of any kind or nature, whether foreseen or unforeseen arising directly or indirectly out of any damage, loss, injury, paralysis, or death resulting from negligence of Shane Kayak Center, North Beach Development Corporation of Miami Beach, or from some other cause. I, for myself, my heirs, my successors, executors and subrogees, further agree not to sue Shane Kayak Center or North Beach Development Corporation of Miami Beach as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Shane Kayak Center.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND

VOLUNTARILY SIGN THIS WAIVER AND if under eighteen years of age, parent, guardian, or custodian must sign the following indemnification.

Each participant has to fill out and sign the form!

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

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

Email: \_\_\_\_\_

## Payment Information:

Cash

Check

Credit Card Type (Circle One):      VISA              Mastercard              American Express

Amount: \$ \_\_\_\_\_

Credit Card #: \_\_\_\_\_ 3 Digit Code: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ Signature: \_\_\_\_\_