

| Name  | Address | City | Zip code | Phone # |
|---|---------|------|----------|---------|
| Departure Time _____ # of Canoes _____ # of K's _____ # of DK's _____ OTHER _____ |         |      |          |         |

**RENTAL AGREEMENT: I UNDERSTAND THAT I MUST ARRIVE AT THE APPROVED TAKE OUT BY 4:00PM. I WILL BE CHARGED \$100.00 PER BOAT IF A COF DRIVER MUST MAKE AN EXTRA TRIP TO PICK UP MY PARTY AND/OR RENTAL EQUIPMENT.**

\_\_\_\_\_  
Signature of person making deposit

**READ CAREFULLY!! THIS IS A WAIVER AND RELEASE OF LIABILITY**

I am aware that outdoor recreational activities can be hazardous and risks from snake bites, storms, lightning strikes, alligator attacks, overturning of boats and other dangers exist in my participation in boating activities made available by CANOE OUTFITTERS OF FLORIDA, INC. (COF). I represent to COF that I and the persons for whom I am responsible are in good health and physically able to safely participate in the sport of boating. I specifically realize that the dangers increase significantly if anyone leaves the boat and enters the water. I am also aware that medical services may not be readily available or accessible during part or all of these activities. By my participation in these activities, I hereby knowingly and expressly assume all risks of injury, loss of life, and damage to person and property during such activity, fully realizing that COF or its agents are not responsible for any such injury, loss of life or damage to person or property arising out of my participation. I also on behalf of myself, my personal representative and my heirs hereby covenant not to sue and I agree to release, hold harmless, and indemnify COF and its agents, officers, employees or successors from any and all contract or negligence claims and suits for bodily injury, property damage, wrongful DEATH, loss of services or otherwise which may arise out of my participation in this activity or in the participation of those persons or children for whom I am legally responsible. I further agree to participate in this activity only if every member of my party (including myself) is issued and properly uses a life preserver provided by COF realizing that the proper use of this life preserver is our responsibility. I understand that use of equipment furnished by COF constitutes an acceptance of said equipment on a lease basis "As Is". I agree to return all rental equipment in its present condition, ordinary wear and tear excepted. Failing to do so, I agree to reimburse COF at retail replacement cost, and to pay all cost in the enforcement of this agreement. This contract shall be governed by and constructed in accordance with the Laws of the State of Florida, and the parties agree that the venue and jurisdiction for any action or proceeding arising out of this rental contract shall be in Palm Beach County, Florida, this contract shall be construed without regards to any presumption or rule requiring construction against the party causing the rental contract to be drafted. As a supervisor of a minor child, I make this agreement individually on behalf of this minor child, to induce COF to allow the child to ride in a boat.

Notice to the minor child's natural guardian: Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if COF uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in this activity, which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from COF in a lawsuit for any personal injury, including DEATH, to your child or any property damage that results from the risks that are a natural part of the activity. You have the right to refuse to sign this form, and COF has the right to refuse to let your child participate if you do not sign this form.

| Each line is one person. Print name, first & last. <i>Everybody signs if they can read &amp; write.</i> | Signature of every person (if unable to read & write, Parent or guardian to sign) | Telephone # | Color & make of vehicle |
|---|---|-------------|-------------------------|
| 1.  |   |             |                         |
| 2.  |   |             |                         |
| 3.  |   |             |                         |
| 4.  |   |             |                         |
| 5.  |   |             |                         |
| 6.  |   |             |                         |
| 7.  |   |             |                         |