



PARTICIPANT RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in any way in the program, related events and activities, and use of equipment, I the undersigned, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.

2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** the Host, its officers,

officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

Health Statement

I will notify the Host ownership or employees if I suffer from any medical or health condition that may cause injury to myself, others, or may require emergency care during my participation.

Media Statement

By signing below, I hereby grant and convey to the Host all right, title and interest in and to record my name, image, voice, or statements including any and all photographic images and video or audio recordings made by the Host.

I HAVE READ THIS RELEASE OF LIABILITY INCLUDING THE SAFETY CHECKLIST (Page 2) AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Emergency Phone Number: _____

Email Address: _____

1) Name: _____ Signature: _____ Age: _____ Date: _____

2) Name: _____ Signature: _____ Age: _____ Date: _____

3) Name: _____ Signature: _____ Age: _____ Date: _____

4) Name: _____ Signature: _____ Age: _____ Date: _____

5) Name: _____ Signature: _____ Age: _____ Date: _____

6) Name: _____ Signature: _____ Age: _____ Date: _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for the above participants, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X _____
Parent/Guardian Signature

Date



SAFETY CHECKLIST

- ✓ FWC Boater's safety guides are available to review before participating upon request
- ✓ I will listen to and abide by instructions given on safe operation of a water bike and/or biyak.
- ✓ I understand I must wait for a TBWBC employee to assist with getting on or off a water bike or biyak.
- ✓ I understand I should not pedal towards seawalls or shorelines as it could cause damage to the water bike or biyak; in which I could incur a repair fee.
- ✓ I acknowledge that TBWBC is not responsible for lost or water damaged items. It is the responsibility of the rider to collect items upon return. A bin is suggested to keep items dry. The cup holder is not recommended for anything other than a beverage.
- ✓ I acknowledge that I am not currently intoxicated, and will not consume alcoholic beverages or other intoxicating substances while on board.
- ✓ Life vests are available, and has been suggested to be used. I understand that I must keep it on the vessel at all times, and proceeding at my own risk if I choose not to wear it. Children must wear a lifevest.
- ✓ All bikes have emergency whistles, this whistle will only be used in case of an emergency. The whistle will be blown three times to get the attention of nearby vessels for assistance.
- ✓ I will listen to and abide by the instructions on where I can safely operate a water bike and where I am restricted to be on a water bike.
- ✓ I understand that it is illegal to litter on the water, and I can be ticketed by local marine patrol.
- ✓ I have prepaid for _____ minutes, should I extend my time I understand I will be charged at a rate of \$1 per minute. I understand if I arrive late, I may lose out on part of my ride.