

Ichetucknee Springs Paddling Adventures
Tubing & Tram Transportation Agreement, Waiver of Liability and Hold Harmless

1. I understand that the risk of injury from the activities I'm about to undertake can be significant, including the potential of personal injury, property damage, or death.
2. I agree to ride the tram and tube in a safe and responsible manner. I will always remain with my tube. I also understand that climbing on trees and the riverbank is both dangerous and prohibited.
3. I understand that Paddling Adventures will exercise care of private equipment during transportation, however, Paddling Adventures, Cape Leisure Corporation and its staff are not responsible for any damage to personal property.
4. I understand that tram transportation is to Midpoint Launch only, and pickup is at South Takeout.
5. I agree to all tram rules, including not standing while the tram is in motion, and keeping my hands and feet inside the tram. I will follow the direction of the tram attendants and driver. **Last tram pickup is at 6:00 pm.**
6. I certify that I am 18 years of age or older. If I have others in my party under 18, I will always accompany them on the tram and while on the water.
7. **I agree that if I am a weak swimmer, I will wear a Type I, II, or III Personal Floatation Device (PFD) while on the water.**
8. I acknowledge that alcoholic beverages/drugs are prohibited on the trams and in the river, as is riding/tubing under the influence of said items.
9. I acknowledge that animals/pets are prohibited on trams and in my rental equipment.
10. Cape Leisure Corporation has the right to refuse service to any guest if behavior is unsafe or inappropriate.
11. I will not approach, harass, or feed wildlife I may encounter on the Ichetucknee River, as this is illegal under state and/or federal law.
12. I will do my part to help keep the Ichetucknee River litter free by collecting all trash produced by my party's participants and depositing it in an appropriate receptacle at the end of my trip.

Please initial, indicating your understanding of the following statements: (STUDENT'S INITIALS)

I certify that I am physically capable of the water sport I am about to undertake, and that I possess the skill and knowledge required for such an endeavor. I will heed Paddling Adventures staff advice and warnings about safely riding the trams and floating the river, including information about river current, wind conditions, and the safe route for my journey. I understand that I will not receive a refund due to weather and/or river conditions.

I understand that alcohol, tobacco products, disposable items of any kind, coolers, food, speakers, and animals/pets are not permitted on the river. Staff will check my bags for adherence to park compliance.

I understand that due to the nature of the Ichetucknee River, refunds will not be given for rental tubes damaged on the river. In the event of this occurrence, I will be given a replacement for the damaged equipment.

I am aware there are no lifeguards on duty. I understand that the Ichetucknee River is a natural river and that I am participating in these activities at my own risk. Should I need assistance, I acknowledge that any assistance rendered is based on Florida's Good Samaritan Law. I further understand that even if Paddling Adventures/Cape Leisure staff can see that assistance is needed, while they may assist, they are under no obligation to do so.

In consideration for my rental today, I, on behalf of myself, my personal representatives and heirs, hereby voluntarily agree to release, hold harmless, defend and indemnify Cape Leisure Ichetucknee, LLC, Cape Leisure Corporation, the State of Florida, The Florida Department of Environmental Protection, the Florida Board of Trustees of the Internal Improvement Trust Fund, and their owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, or otherwise that may arise out of my use/participation in Paddling Adventures/Cape Leisure Ichetucknee LLC 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, inaction or other conduct by the owners, agents, officers or employees of said parties, and I agree not to institute or be a party to any action or suit against said parties. The above agreement is binding on my heirs, successors, assigns, administrators, and executors.

I HAVE READ THE ABOVE RENTAL AGREEMENT, WAIVER OF LIABILITY AND HOLD HARMLESS, AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL.

Printed Name
(STUDENT)

Signature
(STUDENT)

Age
(STUDENT) Date

Contact Phone Number
(PARENT)

Emergency Contact Number
(PARENT)

Emergency Contact Name
(PARENT)

ICHE TUCKNEE SPRINGS WAIVER FORM (page 2)

(UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her participation in this watersport activity, and I agree individually and on behalf of my child or ward, to the terms of this release of liability as set forth above. Further, I agree to indemnify and hold harmless Cape Leisure Ichetucknee, LLC, Cape Leisure Corporation, the State of Florida, the Florida Department of Environmental Protection, the Florida Board of Trustees of the Internal Improvement Trust Fund, and their owners, agents, officers and employees from any claim for injury to our child or ward as a result of participation in this watersport activity, and any claims based on any negligence or inaction of said parties. I agree not to institute or be a party to any action or suit against said parties. I understand that I am expressly assuming the risk and legal liability for any injuries, damages or loss sustained by my child or ward because of their participation in this watersport activity.

Parent/Guardian's Printed Name

Parent/Guardian Signature

Date

ALL OTHER PARTICIPANTS IN RENTAL GROUP

Participant's Printed Name
(STUDENT)

Under 18

Participant's Signature
(STUDENT)