

**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:**

☐ 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.

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*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 \_\_\_\_\_

Signature \_\_\_\_\_

Age \_\_\_\_\_

Date \_\_\_\_\_

Contact Phone Number \_\_\_\_\_

Emergency Contact Number \_\_\_\_\_

Emergency Contact Name \_\_\_\_\_

**(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's Signature

\_\_\_\_\_  
Date

<b><u>ALL OTHER PARTICIPANTS IN RENTAL GROUP</u></b>
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\_\_\_\_\_  
Participant's Printed Name

☐ Under 18

\_\_\_\_\_  
Participant's Signature

## Participant Agreement

Youth Must Initial Each Section  
Complete Youth Name/Address  
Youth Must Sign as Participant  
Parent Must Sign to Consent

# TOWER OF FAITH

RELEASE, EXPRESS ASSUMPTION OF RISK,  
CONSENT, WAIVER, & INDEMNITY AGREEMENT

### READ CAREFULLY THESE IMPORTANT CONDITIONS FOR PARTICIPATION THAT AFFECT YOUR RIGHTS AND OUR LIABILITY

*(Initial and sign below to confirm your agreement)*

In consideration for the opportunity to participate in the adventure recreational services, consisting of cables, lanyards, harnesses, pulleys, elevated walkways and platforms, powerfan rapid descent machine, climbing walls and zipline, provided by the Florida Conference of Seventh Day Adventists d/b/a Camp Kulaqua, I, the undersigned participant, hereby acknowledge and agree:

\_\_\_\_\_ I understand that, although uncommon, risks of serious injuries, illness, or death always exist, and cannot be eliminated in adventure recreational activities such as these, due to falls, to contact with objects, other persons, or the environment, or to moving and motion from being transported in the activities; and that there can be risks of emotional or psychological injury or distress, resulting from personal touching, whether necessary, unwelcome, or inadvertent, in the preparation for participation, as well as a range of emotions from simple hurt feelings to panic or psychological trauma (such as fear of heights).

\_\_\_\_\_ I expressly hereby assume the risk of such injury, illness or death, that may occur as a result of my participation in the activities, whether resulting from the negligence of any party, including myself, and also even the negligence on the part of Camp Kulaqua, its respective employees, officers, directors, stockholders, agents, successors-in-interest, tower engineers, and contractors, and assigns (Released Parties) themselves, whether passive or active.

\_\_\_\_\_ I represent and agree that I am in reasonably good health and physical condition, weigh not less than 65 lbs nor more than 250 lbs, am appropriately dressed, am not pregnant, have no existing injuries or limitations, have no musculoskeletal disorders, have no heart condition or condition of hemophilia, do not have epilepsy or other seizure disorders, and am not under the influence of alcohol, or any drug, prescription or illegal, or any other substance that would affect or impair my judgment in order to participate in the adventure recreational activities provided by Camp Kulaqua.

\_\_\_\_\_ I hereby waive and release, discharge, and covenant not to sue, forever, Released Parties for any claims of liability against them, whether for any injury, death, loss, or other damages to myself, my family, my heirs, or my assign, and representatives.

\_\_\_\_\_ By signing this Release, Express Assumption of Risks, Consent, Waivers, & Indemnity Agreement, I hereby acknowledge that I understand the conditions stated in it, and that my participation in the recreational activities provided is solely based on those conditions and my agreement to them.

\_\_\_\_\_ I further agree to save, defend, indemnify, and hold harmless (i.e., defend and pay, including costs and attorneys fee, including appellate proceedings) Released Parties from any claim or lawsuit by me, or by anyone purporting to act on my behalf, my family, my estate, my heirs, or my assigns, for damage, injury, or death, arising directly or indirectly out of my choice to participate in the recreational activities provided.

\_\_\_\_\_ I intend that this Agreement be enforceable to the fullest extent provided by law, and in the event that any of the terms set forth in this Agreement or any word, phrase, clause, sentence (including without limitation any geographic, temporal, or participatory restrictions), part, or provision should be found to be illegal, void, or unenforceable for any reason, such word, phrase, clause, sentence, part, or provision shall be modified or deleted in such manner as otherwise required, in to extend the fullest effects, rights, duties, and protections under this Agreement, as so modified, so that the validity of the remaining words, phrases, clauses, sentences, parts, and provisions shall not be affected thereby and shall be deemed, interpreted, and enforced, as being severable and independent from such illegal, void, or unenforceable provisions, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement and all other valid provisions shall survive and continue to bind the parties, and be interpreted and enforced, as if such illegal, void, or unenforceable provisions were never a part of this Agreement.

\_\_\_\_\_ This Agreement shall be interpreted and enforced according to the laws of the State of Florida, notwithstanding the choice-of-law rules or conflicts of laws principles of this State, or of any other state, territory, province, or nation; and any claim or action relating to, or arising out of, this Agreement may be brought only in a court located in, or comprising, Alachua County, Florida; and only after participation in a presuit mediation conference, which is a prerequisite condition to bringing suit.

\_\_\_\_\_ I agree to follow and comply with all conditions, rules, and directions by Released Parties, and that failure to do so is reasonable basis to be excluded from participation in the recreational activities provided.

\_\_\_\_\_ The information below evidences that I am of lawful age and legally competent to agree to, and sign this Agreement, and I have read and fully understand it, and knowingly and voluntarily sign it.

Full Name: \_\_\_\_\_ DOB: \_\_\_\_/\_\_\_\_/\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_

For children under 18, parent/legal guardian's signature: \_\_\_\_\_