

University of West Florida, Office of Recreation and Sports Services
STATEMENT OF ASSUMPTION OF RISK, INFORMED CONSENT, and RELEASE OF LIABILITY

Activity (completed by Recreation Staff) _____ Canoe/Kayak Checkout _____

I, _____ (print full name), the undersigned participant, (or in the event the undersigned is under eighteen (18) years of age, the undersigned's parent or guardian), have actual knowledge and conscious appreciation of the particular dangers involved in sports and wellness activities organized by the University of West Florida. I acknowledge that the activities I will be participating in may involve strenuous physical activity, physical interaction with other participants, travel, exposure to inclement weather and other dangers, which may result in injuries to me, ranging from minor to severe, including serious permanent disability, paralysis, or death. These types of injuries may result from my own actions, the actions or inactions of others or a combination of both.

Other specific risks that may arise from my participation in these activities may also include, but are not limited to driving accidents (during kayak transport), insect/animal bites, poisonous plants, allergies, falling branches, strenuous paddling injuries, lifting injuries, hypothermia/hyperthermia, drowning, motion sickness, and slips & falls.

I understand that certain activities require a minimum level of fitness for safe participation. I warrant that the participant is in good health and has no physical condition that would prevent the participant from participating. I acknowledge that it is my responsibility to secure appropriate personal medical insurance and no such coverage is provided or implied by the University of West Florida.

I understand that the rules and regulation involved with this activity are designed for my safety and protection and I hereby undertake to abide by these rules and regulations. I understand that my failure to adhere to the rules and regulations involved with this activity may result in my being removed from this and other such activities presently and permanently.

In consideration of my participation, I agree to hold harmless, release and forever discharge the State of Florida, the Florida Board of Governors, the University of West Florida Board of Trustees, the University of West Florida, and all other sponsors and their respective officials, employees, agents, assigns, volunteers, and guests (hereinafter referred to as "Released Parties") from any and all liability resulting from the ordinary negligence of those involved, including Released Parties. I further save and hold harmless the Released Parties from any claim or lawsuit by me, my spouse, my family, estate, heirs, or assigns, arising out of my participation in the program offered or sponsored by the University of West Florida.

I expressly agree that this release and waiver is intended to be as broad and inclusive as permitted by the laws of Florida and that if any portion is held to be invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect.

Finally, I hereby declare and represent that in making, executing and tendering this Statement of Assumption of Risk, Informed Consent and Release of Liability, I have read this statement, understand its contents and sign it of my own free will and choice.

In witness whereof, I have executed this document this _____ day of _____, 20_____.

Signature of Participant

Cell or Local Phone Number of Participant

Name of Emergency Contact

Telephone Number of Emergency Contact

Signature of Witness

Signature of Witness

Printed Name of Witness

Printed Name of Witness

BOAT CHECKOUT RULES and REGULATIONS

Fees will be charged to your University account if equipment is unreturned or returned damaged or excessively dirty. Repair and cleaning fees are decided on a case-by-case basis at the discretion of the Outdoor Adventure Coordinator. Major replacement fees are as follows: Kayak \$375, Canoe \$500, Kayak Paddle \$35, Canoe Paddle \$18, life jacket/seat cushion \$30, Lock & Key \$20.

Canoes

- The canoe rack is located behind Building 13 on the Northwest end of campus near the Nature Trail Boardwalk entrance
- Canoes are not to be transported to other waterways. They are strictly for launch at the University Bayou
- One personal flotation device is required for each passenger. All non-swimmers must wear a PFD at all times on and near the water. One non-swimmer is allowed per canoe.
- One canoe, two paddles, three cushions, and three PFDs can be checked out with your Nautilus card. Canoes have a three passenger maximum capacity.
- Take precaution to remain within your skill and experience level when deciding your route and timeline for paddling. Be knowledgeable of current and predicted environmental conditions, including water and air temperature, approaching storms, winds, and tides.
- All equipment must be returned by sunset of the same day they are checked out. A late fee of \$20 per day will be charged to your university account, up to the cost of replacement.

Kayaks

- Only sit-on-top kayaks are available for general checkout. Closed kayaks require more specialized skills and therefore are restricted to participants of certain Outdoor Adventure clinics and trips
- A Personal Flotation Device (PFD) is required to be worn at all times
- Two kayaks, two paddles, and two PFDs may be checked out with each Nautilus card
- Take precaution to remain within your experience and skill level when planning your route and timeline for paddling. Be knowledgeable of current and predicted environmental conditions, including water and air temperature, approaching storms, winds, and tides
- All equipment is to be checked in by the end of the next business day following check out. Failure to do so will result in a \$20 late fee and up to the cost of replacement being charged to your university account
- An Outdoor Adventure staff person may be available for assistance, but it is ultimately the responsibility of the renter to properly secure kayaks to vehicles.

I have read, understand, and agree to follow the rules and regulations listed above. It is my responsibility to explain and enforce these rules and regulations to any and all users of the equipment I have checked out. I assume full responsibility for ALL equipment and will reimburse the University for equipment lost or damaged.

Signature

We the undersigned release the University of West Florida from all claims resulting from any loss or personal injury incurred.

Name _____ Swimmer _____

Name _____ Swimmer _____

Name _____ Swimmer _____ Non-swimmer _____

For Office Use

Out Time _____ Staff _____ **Equipment:** #Canoe _____ #Kayak/s _____ #Canoe Paddle/s _____

In Time _____ Staff _____ #Life Jacket/s _____ #Seat Cushion/s _____ #Kayak Paddle/s _____