

## EARTH & WATER ADVENTURES, INC

700 RIVERVIEW AVE., SANFORD, FL 32771



### RELEASE OF LIABILITY

#### **PLEASE READ CAREFULLY AS THIS WILL AFFECT YOUR LEGAL RIGHTS**

In exchange for participation in the activity of kayaking, camping, hiking, or any other activity organized by Earth & Water Adventures, Inc. (herein E&W), with the principle business offices at the above address, and/or the use of any and all property, facilities or services of E&W, I \_\_\_\_\_, agree for myself and if applicable for any and all the members of my family, to the following:

1. **AGREEMENT TO FOLLOW DIRECTIONS.** I agree to observe and obey all posted and verbal rules, warnings, and directions given by E&W, its employees, representatives, or agents at all times during the prescribed activity including those times both before and after the scheduled event or activity.
2. **ASSUMPTION OF RISKS AND RELEASE.** I recognize that there are certain risks, both inherent and residual associated with the activities that I have contracted with E&W to engage in. I assume full responsibility for personal injury to myself and if applicable to my family members, and further release and discharge E&W for any injury, loss or damage arising out of my or my family's use of or presence upon the facilities of E&W or at any location upon which E&W operates its tours, trips, or activities., whether caused by the fault of myself, family member, E&W, or any other third parties. I also assert and attest that I am in reasonable physical condition to participate in this activity and have disclosed any medical condition which may become an issue during this activity. I also certify that I have the ability to swim and maintain a reasonable level of buoyance using the PFD's supplied by E&W.
3. **INDEMNIFICATION.** I agree to indemnify and defend E&W against all claims, causes of action, judgements, costs or expenses, including, but not limited to attorney's fees and other cost of litigation, meditation, arbitration, which may arise from my or my family's use of or presence upon the facilities of E&W, or at any location upon which E&W operates its tours, trips, or activities.
4. **FEES.**I agree to pay for all damages to the facilities, property, or other assets of E&W, or any locations, or property upon which E&W conducts its activities, caused by negligent, reckless, or willful actions by me or my family.
5. **APPLICABLE LAW.** Any legal or equitable claim that may arise from my, or my family's, participation in the above shall be resolved under Florida law.
6. **NO DURESS.** I agree and acknowledge that I am under no pressure or duress to sign this Agreement and Release of Liability and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement and Release of Liability if I so desire at my own expense. I further agree and acknowledge that E&W has offered to refund any fees I have paid to use its facilities, services, and property if I choose not to sign this Agreement and Release of Liability subject to E&W's normal and publicly displayed cancelation policy.
7. **ARM'S LENGTH AGREEMENT.** This Agreement and Release of Liability and each of its terms are the product of an arm's length transaction between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement and release of Liability, or any of its provisions, the each of the Parties agree to explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
8. **ENFORCEABILITY.** The invalidation or unenforceability of any provision of this Agreement and Release of Liability, whether standing alone or as applied to a particular occurrence or circumstance, shall not

affect the validity or enforceability or any other provision of this Agreement and Release of Liability, or any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not part of this Agreement and Release of Liability.

9. **DISPUTE RESOLUTION.** The parties will attempt to resolve any and all disputes arising out of or relating to this Agreement and Release of Liability through friendly negotiations among themselves. If the matter cannot be resolved to any party's satisfaction, then the Parties agree to resolve the dispute and be bound by the Alternative Dispute Resolution method described herein.

Any dispute or controversy arising out of this Agreement and Release of Liability will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire issue or dispute, or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgement may be entered upon it by any court having proper jurisdiction.

10. **EMERGENCY CONTACT INFORMATION.** In the event of any emergency please call (name) \_\_\_\_\_ (relationship) \_\_\_\_\_ at (phone number) \_\_\_\_\_ or \_\_\_\_\_.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

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**Signature/Date**

**If the participant is a minor, please indicate the name(s) of the minor children, their current ages, and relationship to the above signatory.**

<b><u>Name</u></b>	<b><u>Age</u></b>	<b><u>Relationship (son, daughter, etc.)</u></b>