



GUIDED ECO TOUR WAIVER AND RELEASE OF LIABILITY

In consideration of **RIVERWITCH Kayak Rentals & Tours (RKR&T)** furnishing services and/or equipment and/or camping facilities to enable me to participate in kayaking, standup paddle boarding (SUP), camping or other recreational activities I agree as follows:

I fully understand that there are risks, hazards and dangers associated with the services and activities provided by **RKR&T**. These risks include, equipment failures, the uncertainties of the river or of the weather, hazards in the river, collisions while traveling by vehicle or on the river, altercations with other people on the river, including altercations with other participants in the same activity, and theft of property whether in or outside my vehicle. I am voluntarily participating in these activities and am using the services of **RKR&T** with full knowledge of the risks involved and I accept and assume all risks of the activities and services whether or not described above, known or unknown, foreseeable or unforeseen. I understand that these risks may include loss of property or injury to person or death.

I am physically/mentally able to participate in water sport activities in which I am about to engage and able to board and disembark a kayak/SUP unaided and I will not hold **RKR&T**, its employees, agents, endorsers or other associated parties responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while paddling or riding in the kayak/SUP or participating in the trip.

I understand I have a duty to exercise reasonable care of my own safety and I agree to do so. I acknowledge that wearing a PFD (life jacket) may increase the chance to save my life and the life of any minor(s) in my care and I am responsible whether or not I decide for myself and minor(s) to wear a PFD (life jacket). I assume the risk of activities associated with paddling and for the minor(s) in my care. Per Florida State Law, all minors below the age of six years old are required to wear a PFD. Water shoes, insect repellent, sunscreen and water are my responsibility. I will alert my guide immediately during my trip or lesson if I am uncomfortable with my kayaking/SUP abilities.

I understand that the guides/instructors have limited medical facilities. Appropriate medical care must be summoned by phone and treatment will be delayed until I can be returned to shore and/or transported to a proper care facility.

I agree for myself and for all minors for whom am parent or guardian, for my heirs, successors and assigns, that I release **RKR&T**, its owners, agents and employees from any and all claims, damages, and injuries, including all injuries to person or to property, arising directly or indirectly out of the activities or services provided by **RKR&T**. This release and the following indemnification includes any claims arising, in whole or in part from negligent acts or omissions of **RKR&T**, its owners, agents or employees. I specifically understand that I am releasing, discharging and waiving any claims, expenses and demand, including attorney fees, or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of **RKR&T**, that are related, directly or indirectly, to my, or any minor for whom I am parent or guardian, use or participation in the services or activities provided by **RKR&T**. You have the right to refuse to sign this form and **RKR&T** has the right to refuse participation if you do not sign this form.

Photo/Video Consent for Marketing Purposes

I understand that RWKRT periodically takes pictures and/or video footage of the rental area and surrounding waterways for the sole purpose of marketing the business on its website, social media channels and print publications. In the event that the customer knowingly or unknowingly appears in said picture or video footage, he/she gives his/her unrestricted permission to RWKRT to use such images, unless the customer states in writing that they do not want their image used for any purposes by RWKRT.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT FROM THE DATE OF MY SIGNATURE AND FOREVER INTO THE FUTURE.

Date of Activities: ____/____/____

NAMES (please print): _____

Street Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Signature: _____ Date: _____



Florida Fish and Wildlife Conservation Commission

Livery Pre-Rental and Pre-Ride Instruction Checklist and Attestation

(Human Powered)

Instructions: Check each box on the left to indicate you received instruction. Enter N/A if topic is not applicable.

	Operator responsibility: Operator is responsible for the safe and proper operation of the vessel; Avoid careless, reckless and negligent operation of vessels; Effects of alcohol, controlled substances and stressors – <i>Alcohol and substances impair judgement that can cause an accident.*</i>
	Navigation rules: Maintain a proper lookout; keep a safe distance from other vessels and objects; operate at a safe speed for the conditions, location and environment; operate in a defensive manner; requirements to give way to other vessels; and vessel right of way - <i>Give motorized vessels the right-of-way and pass at the stern (behind the vessel) when crossing the channel.*</i>
	Aids to navigation; buoys and other waterways markers – <i>Stay on the outside of the green and red channel markers. Paddle close to the shoreline and not in the main channel.*</i>
	Awareness of the changes to weather or water conditions and proper responses to those changes – <i>This includes returning to launch site if lightning is within 10 miles. *</i>
	Special waterway hazards: Discuss operation within 300 feet of emergency vessels with activated emergency lights or within 300 feet of construction vessels displaying an orange flag.
	Characteristics of vessels (steering, stopping, propulsion, ect.): Discuss in general as well as for the specific vessel being leased or rented – <i>Provided verbally or by demonstration.*</i>
	Location and content of manufacturer warning labels – <i>Labels will be pointed out at time of rental.*</i>
	Location of and proper use of safety equipment – <i>It is recommended that you wear your PDF (life vest) at all times. A whistle is attached to your PDF in case of an emergency situation.*</i>
	Boarding, falling off, capsizing, taking on water, re-boarding and emergency procedures for dealing with these situations – <i>If the kayak capsizes, operator will flip the kayak to upright position. Operator will position themselves just in front of the seat and with a firm grip on the edge of the kayak, operator will float their legs to the surface behind them then give a powerful kick of the legs and push with their arms to haul their chest up and onto the kayak. Once there, operator will keep a low center of gravity, twist around and settle back into the seat.*</i>
	Problems seeing other vessels and being seen by them – <i>Avoid areas with high boat traffic. Keep a lookout and avoid motorized vessels. Use light and sound to make your presence known.*</i>
N/A	Dangers of reckless operations, such as wake surfing and jumping.
N/A	Boating safety and identification cards, age, and engine requirements: Discuss any applicable boating safety education requirements.
N/A	Photographic Identification
	Boating accidents: Causes and prevention of accidents; legal requirements; remain on-scene, render assistance, report incident to authorities – <i>If the operator is involved in a boating incident, they are legally required to remain on-scene, render assistance if able to, and report the incident to authorities.*</i>
	Florida divers-down warning device requirements - <i>When navigating near a divers-down flag, give enough space to the divers. If diving, you are required to display a device that features a divers-down symbol, a red rectangle or square with a white diagonal stripe, and must be prominently displayed whenever divers are wholly or partially submerged and using a face mask, snorkel or underwater breathing apparatus.*</i>

Instructions: Check each box on the left to indicate you received instruction. Enter N/A if topic is not applicable.

Paddlecraft

	Noise, nuisances and other environmental concerns – <i>Be respectful of others around you and of the wildlife. Leave plants and animals where you found them. Do not land your paddlecraft on private property, including docks.*</i>
	Manatee awareness (if applicable to location) – <i>Keeping your distance and passive observation are the best ways to view manatees. Maneuver your paddlecraft to avoid traveling over resting, feeding and swimming manatees. Per State and Federal Laws, it is unlawful for any person, at any time, intentionally or negligently, to annoy, molest, harass, or disturb any manatee. Doing so can lead to possible fines and/or imprisonment.*</i>
	Ecosystem awareness based on local issues - <i>Practice Leave No Trace. Don't litter. If you see trash, help the ecosystem by picking it up and throwing it away in the nearest trash container. This includes fishing lines and tackle. Stay clear of nesting birds.*</i>
	Specific operational characteristics of the vessel being leaser or rented – <i>Fishing kayaks include additional equipment that will be reviewed at time of rental.*</i>
	Local characteristics of the waterway where the leased or rented vessel is intended to be operated, to include: Navigational hazards, boating restricted areas, water depths – <i>Pay attention to oyster beds and shallow areas that may be too shallow to paddle. Do not paddle directly in the ICW channel.*</i>

Offsite or Extended Period Use

	Instruction on care and maintenance of the leased or rented vessel: Trailering and transporting; float plans; how and when to complete a float plan; specific local hazards such as bodies of water, weather, dams, cold water, commercial vessel traffic – <i>Information to be reviewed at time of rental.*</i>
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Livery Instructor Name and Signature

I hereby acknowledge I have provided the required pre-rental and pre-ride instruction on each acknowledged component listed above.

Ursula Moccia

Print Livery Instructor Name


Livery Instructor Signature

Date

Renter Name and Signature

I hereby acknowledge I have received required pre-rental and pre-ride instruction on each acknowledged component listed above, and I understand the rules and information provided in this orientation.

Print Renter Name

Renter Signature

Date

*This form was edited by RiverWitch Kayak Rentals & Tours, LLC to include additional pre-rental and pre-ride information as listed above in *italics*.