



ThomTiki Outfitters in conjunction with

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

Participant, listed below, hereby executes this General Release (hereinafter referred to as "Release") voluntarily in order to participate in canoeing, using ThomTiki Outfitters company or public property.

In consideration of participation in canoeing, the Releasor agrees to as follows:

- 1. Releasor, for him/herself and his/her personal representatives, heirs, and next of kin, releases, waives, discharges and covenants not to sue ThomTiki Outfitters, its officers, directors, employees, representatives, agents, associates, and volunteers, (hereinafter referred to as "Releasees"), from all liability to the Releasor, his/her personal representatives, assigns, heirs, next of kin for all loss or damage, and any claim or damage therefore, on account of injury to the person or property or resulting in death of the Releasor, whether caused by negligence of Releasees or otherwise, while the Releasor is participating in hiking, camping, bird watching, kayaking and canoeing or other special events.
- 2. Releasor agrees to indemnify the Releasees and each of them from any loss, liability, damage or cost Releasees may incur due to the presence of Releasor in or on ThomTiki Outfitters property or equipment, whether caused by the negligence of the Releasees or otherwise.
- 3. Releasor agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
- 4. Releasor does for him/herself, his/her heirs, executors, administrators, and assigns, hereby release and forever discharge the Releasees, their heirs, administrators, and executors of and from any claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and/or property damage resulting or to result from any accident which may occur as a result of participation in canoeing or other activities, whether by negligence or not.
- 5. This release contains the entire agreement and Releasor is not relying on any oral or written representation or statements made by Releasees. Releasor further agree that this release shall be governed by the laws of the State of Florida.
- 6. Releasor hereby declares that he/she is of legal age and is competent to sign this release.
- 7. Releasor hereby agrees that he/she will always wear a water type protected shoe while canoeing.

By signing this release, Releasor acknowledges that he/she has carefully read the agreement, understands it, agrees to be bound by it, and signs it on his/her own free will.

X _____
Signature of Participant

_____/_____/_____
Date

X _____
Print Name of Participant

X _____
Parent/Guardian Signature (if applicable)