

Agreement No.:

## Face Page - Rental Agreement

Date Booked:

Today's Date:

Phone Number:

[illegible]

By signing below, you: agree to the terms and conditions of this Agreement as set forth on the Face Page, in the Terms and Conditions, and any other document that you sign; acknowledge that you had an opportunity to read the entire Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; and authorize us to release your billing/rental information to third parties for billing/processing purposes. All Charges are subject to final audit.

Renter's Signature: \_\_\_\_\_ Additional Driver's Signature: \_\_\_\_\_

Additional Driver's Signature: \_\_\_\_\_ Additional Driver's Signature: \_\_\_\_\_

## Power Sports Rental Agreement Terms and Conditions ("Terms & Conditions")

1. **Definitions.** "**Agreement**" means all terms and conditions found in these Terms & Conditions, the Face Page, the Waiver and Assumption of Risk, any addenda and any additional materials we provide and that you sign at the time of rental. "**You**" or "**your**" means the person identified as the renter on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "**We**," "**our**" or "**us**" means the independent business named on elsewhere in this Agreement. "**Authorized Driver**" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid operator's license for the type of vehicle rented and is at least \_\_\_\_ years of age. Authorized Drivers are the only persons permitted to operate the Vehicle. "**Vehicle**" means the motorized "power sport" vehicle (e.g., motorcycle, scooter, ATV, LSV, UTV, dirt bike, golf cart, or similar vehicle) identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "**Loss of Use**" means the loss of our ability to use the Vehicle for our purposes due to Vehicle damage or loss during this rental, including, without limitation, use for rent, display for rent and sale, opportunity to upgrade or sell, or transportation of employees. "**Diminished Value**" means the difference between the fair market value of the Vehicle before damage and its value after repairs as calculated by a third-party estimate obtained by us or on our behalf. "**Charges**" means the fees and charges that are incurred under this Agreement. "**Rental Period**" means the period between the time you take possession of the Vehicle until the Vehicle is either returned to or recovered by us and checked in by us.
2. **Rental, Indemnity and Warranties.** This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**
3. **Condition and Return of Vehicle.** You must return the Vehicle to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If you wish to extend the Rental Period, you must return the Vehicle to our rental office for inspection and written amendment by us before the due-in date. If the Vehicle is returned after closing hours, you remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon our next opening for business, and Charges will continue to accrue. Service to the Vehicle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels, and return the Vehicle with at least the same amount of fuel as when rented.
4. **Responsibility for Vehicle Damage or Loss; Reporting to Police.** You are responsible for all damage to or loss or theft of the Vehicle, including damage caused by weather, acts of god or terrain conditions. Subject to the law in the jurisdiction where the Vehicle was rented, your responsibility will include: (a) all physical damage to the Vehicle measured as follows: (i) if we determine that the Vehicle is a total loss, the fair market value of the Vehicle, less salvage; (ii) if we determine that the Vehicle is repairable: (A) the difference between the value of the Vehicle immediately before the damage and the value immediately after the damage; or (B) the reasonable estimated retail value or actual cost of repair plus Diminished Value; (b) Loss of Use, which is measured by multiplying your daily rental rate either by the actual or estimated number of days from the date the Vehicle is damaged until it is replaced or repaired, which you agree represents a reasonable estimate of Loss of Use damages and not a penalty; (c) an administrative fee, calculated based on the damage repair estimate as follows, which you agree is reasonable: \$0-\$250 damage=\$50 fee; \$251-\$500 damage=\$75 fee; \$501-750 damage=\$100 fee; \$751-1500 damage=\$150 fee; \$1501-2500 damage=\$200 fee; over \$2500 damage=\$250 fee; (d) towing, storage, and impound charges and other reasonable incidental and consequential damages; and (e) all costs associated with our enforcement of this Agreement or collection of Charges, including attorneys' fees, collection fees, and costs whether or not litigation is commenced. You must report all accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
5. **Prohibited Uses.** The following uses of the Vehicle are prohibited and are material breaches of this Agreement. The Vehicle shall not be operated or used: (a) by anyone who is not an Authorized Driver, or by anyone whose driver's or other operator's license is suspended in any jurisdiction; (b) by anyone under the influence of prescription or non-prescription drugs or alcohol; (c) by anyone who obtained the Vehicle or extended the rental period by giving us false, fraudulent or misleading information; (d) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law, other than a minor traffic violation; (e) while pushing or towing anything, or in any race, speed test or contest, or while teaching anyone to drive the Vehicle; (f) while carrying dangerous or hazardous items or illegal materiel in or on the Vehicle; (g) outside the geographic limitations indicated elsewhere in this Agreement; (h) if the odometer has been tampered with or disconnected; (i) when the Vehicle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Vehicle; (j) to commit a willful, wanton or reckless act; (k) by anyone who is sending an electronic message, including text (SMS) messages or emails, while operating the Vehicle; or (l) in violation of any "Rules of the Road," vehicle safety and operations training, or other similar materials that we provide to you at the time of rental.
6. **Insurance.** You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. We also provide an insurance policy ("**Policy**") that covers automobile liability coverage for bodily injury and property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Any insurance

we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. **You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage.** To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by applicable law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

- 7. Charges.** You permit us to reserve or set aside against your credit/debit card ("**Reserve**") or take a cash deposit ("**Deposit**") at the time of rental a reasonable amount in addition to the estimated charges. We may use the Reserve or Deposit to pay all Charges. We will authorize the release of any excess Reserve or refund any excess Deposit upon the completion of your rental. Your debit/credit card issuer's rules will apply to your account being credited for the excess, which may not be immediately released by the card issuer. You will pay us, or the appropriate government authorities, at or before conclusion of this rental or on demand all Charges, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) tolls ("**Tolls**") and Toll, parking, and traffic fees, fines, and penalties ("**Violations**") assessed against us or the Vehicle; if we are required to pay the charging authority for Tolls or Violations, you will reimburse the amount that we pay, plus our administrative fee of up to \$50 for each such Toll or Violation; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; (k) a reasonable fee not to exceed \$250 to clean the Vehicle if returned substantially less clean than when rented; and (l) a fee of up to \$\_\_\_\_\_ if you lose the keys to the Vehicle. All Charges are subject to our final audit. If errors are discovered after the close of this transaction, you authorize us to correct the Charges with the payment card issuer.
- 8. Your Property.** You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
- 9. Personal Information.** You agree that we may disclose personally identifiable information about you to applicable law enforcement agencies or to other third parties in connection with our enforcement of our rights under this Agreement and other legitimate business functions. Questions regarding privacy should be directed to the location where you rented the Vehicle.
- 10. Miscellaneous.** No term of this Agreement can be waived or modified except by a writing that we have signed. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

# **FORREST'S MOTORSPORT RENTALS LAZY SPRINGS RECREATION PARK**

**9591 SR-82 LEHIGH ACRES, FL 33930**

## **ATV, UTV AND DIRTBIKE RENTAL AGREEMENT**

1. I agree to keep ATV, UTV, DIRTBIKE and EQUIPMENT safe and return it in the same condition as it went out. I promise to periodically inspect the ATV, UTV, DIRTBIKE and EQUIPMENT to ensure it is safe to operate. \_\_\_\_\_
2. I agree to hold Forrest's Motorsport Rentals, LLC harmless against any results or demands incurred by reason of injuries to any persons or property caused using the ATV, UTV, DIRTBIKE and EQUIPMENT while in my control. I agree to pay all judgements, liens, or any fines, or fees that may be levied against Forrest's Motorsport Rentals, LLC and defend them at my own expense against any of the situations. \_\_\_\_\_
3. I acknowledge Forrest's Motorsport Rentals, LLC or their employees, are not liable for any defects in manufacturing or construction of the ATV, UTV, DIRTBIKE and EQUIPMENT as acknowledge that the only recourse for such defects is against the manufacturer. I understand the ATV, UTV, DIRTBIKE and EQUIPMENT may or may not be new property. \_\_\_\_\_
4. Any Extension of time must be approved by management of Forrest's Motorsport Rentals, LLC as included in the contract or a \$3.00 a minute over return time will be deducted from deposit. NO EXCUSES \_\_\_\_\_
5. I agree NOT to take ATV, UTV, DIRTBIKE and EQUIPMENT in any MUD or WATER at all no exceptions or deposit will be kept. NO EXCUSES \_\_\_\_\_
6. I understand and agree to paying a cleaning fee if the ATV, UTV, DIRTBIKE or EQUIPMENT are returned in an unrentable condition and to bring back in the same condition as it went out. \_\_\_\_\_
7. Contract terminates upon return of ATV, UTV, DIRTBIKE and EQUIPMENT in the original condition as rented and ensuring any damages and rental fees are paid for in full by the consumer. I agree to pay Forrest's Motorsport Rentals, LLC for all losses and damages incurred while the ATV, UTV, DIRTBIKE and EQUIPMENT is in my care. NO REFUNDS on early returns. \_\_\_\_\_
8. I understand and agree to the rental fees as damage assessments for the ATV, UTV, DIRTBIKE and EQUIPMENT. \_\_\_\_\_
9. I understand that I also have the option to purchase the unit if damages are to high. \_\_\_\_\_
10. I agree to pay for the ATV, UTV, DIRTBIKE and EQUIPMENT if misplaced or stolen while in my possession. \_\_\_\_\_
11. I agree NOT to take ATV, UTV, DIRTBIKE and EQUIPMENT in any MUD or WATER at all. No exceptions or deposit will be kept. NO EXCUSES \_\_\_\_\_
12. I acknowledge Forrest's Motorsport Rentals, LLC will come after to (sue) the renter if fees or damages owed are not payed for in full. \_\_\_\_\_
13. I acknowledge the speed limit on the main roads in this park is 10MPH \_\_\_\_\_ ONLY FOR LAZY SPRINGS
14. I fully understand if I'm breaking the rules and happen to get kicked out the park, there will be NO REFUNDS and your time cut short. \_\_\_\_\_

I \_\_\_\_\_ Give my authorization to Forrest's Motorsport Rentals, LLC to hold minimum of \$\_\_\_\_\_ dollars or more of deposit on my credit card and /or, depending how many Machines are being rented. I understand that this security deposit will be used in case of any damages I could cause during my rental. It is my understanding that if the \$\_\_\_\_\_ or the amount deposited does not cover the damages cost, I give authorization to Forrest's Motorsport Rentals, LLC to charge any extra cost on my credit card, this is also stated in the liability waver contract that I read and sign.

CREDIT CARD # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

EXPIRATION DATE \_\_\_\_/\_\_\_\_

SECURITY CODE \_\_\_\_\_

BILLING ZIP CODE \_\_\_\_\_

YOU WOULD BE CHARGED THE FOLLOWING IN CASE OF ANY DAMAGES:

- Any damages to (parts, tires, wheels, fenders, engine, equipment, etc. or anything rented from Forrest's Motorsport Rentals, LLC.
- Labor of the machine, \$70 per hour and per machine + the RETAIL COST of the part needed to replace.
- How many days the machine will be down and not rented caused by your damages, \$200.00 Per Day.
- If credit card is cancelled or declined there will be a \$200.00 fee when charged.
- If anything taken such as ATV, UTV, DIRTBIKE and EQUIPMENT it will get charged to this card.
- We do not want to have to charge for damages so please keep unit in good care.

**DIRT BIKE / ALL TERRAIN VEHICLE ASSUMPTION OF RISK,  
WAIVER & RELEASE AGREEMENT ("Rental Agreement")**

BY SIGNING THIS DOCUMENT I HEREBY WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE **Forrest's Motorsport Rentals**, a LLC, as set forth with further specificity and detail elsewhere within this document and in the Master Release of Liability, Waiver of Rights, Assumption of Risk & Covenant Not to Sue ("Agreement") that is required to be on file with the park upon entry.

**VEHICLE IDENTIFICATION:** Vehicle Number: \_\_\_\_\_

**PERSONAL INFORMATION**

Full Legal Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_

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

Phone: (\_\_\_\_) \_\_\_\_\_

Driver's License No.: \_\_\_\_\_

State of Issue: \_\_\_\_\_ Expires: \_\_\_\_\_

My driver's license is valid and there are no restrictions (*circle*): YES or NO

**RENTAL PERIOD:** The Owner agrees to rent the above described vehicle to the Renter for a period of time described below.

Date: \_\_\_\_\_ Times Specified: \_\_\_\_\_

**RENTAL RATE:** By signing this Agreement, I agree to pay Forrest's Motorsport Rental to rent the described vehicle at a rate of \$\_\_\_\_\_ per \_\_\_\_\_ rental hourly hazards and entails unavoidable risk of death, personal injury (including, but not limited to severe spinal.

**SAFETY EQUIPMENT:** I understand that I am required to wear protective gear, including a helmet, eye protection and boots when riding a dirt bike on the trails and that I am required to wear a helmet and eye protection when riding an ATV.

**ASSUMPTION OF RISK:** I understand and accept that renting this vehicle and participating in an activity with this vehicle exposes me to man r head trauma) and loss of or damage to property. I also understand I should be in good physical health to participate in the activity with this vehicle. I choose to participate in this activity despite these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising from renting this vehicle and participating in the activity. **BY SIGNING THIS DOCUMENT, I UNDERSTAND THE INHERENT RISK INVOLVED IN USING THE VEHICLE; ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY WHICH MAY RESULT; AND I**

**UNDERSTAND THAT ANY DAMAGE DONE TO THE VEHICLE IS SOLELY MY RESPONSIBILITY AND THAT I WILL BE RESPONSIBLE FOR THE PAYMENT OF THE DAMAGE.**

**WAIVER AND RELEASE:** In consideration of **Forrest's Motorsport Rental's** renting me this vehicle, I fully and forever release and discharge **Forrest's Motorsport Rental's** and its respective affiliates, directors, officers, shareholders, employees, agents, insurers, members, counsel, successors and assigns, licensees, and land owner and all other participants, any sponsors, advertisers, and if applicable, owners and lessors of premises and facilities on or in which the activities take place and all others involved in the Activity, regardless of how proximate or remote, (individually and collectively referred to within this Agreement as, "Releasees" and/or "Family Fun Park"), from any and all injuries (including death), losses, damages, claims (including negligence claims), demands, lawsuits, expenses, and any other liability of any kind, or to me, my property, or any other person, directly or indirectly arising out of or in connection with my participation in the Activity and physical presences at the Park, even if it is due, in whole or in part, to the negligence, injudicious act, omission or other fault of **Forrest's Motorsport Rental's**. **BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE Forrest's Motorsport Rental's, THE COMPANY and RELEASES. I ALSO UNDERSTAND THAT IF I HAVE ANY QUESTIONS REGARDING THIS RELEASE AND RENTAL AGREEMENT, I SHOULD SEEK THE ADVICE OF COMPETENT LEGAL COUNSEL PRIOR TO SIGNING THE DOCUMENT.**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Phone No.: (\_\_\_\_)\_\_\_\_\_ E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

# **ATV Tips and Facts**

## ***Turning Basics***

The following turning technique applies to ATVs being ridden at slow to moderate speeds:

- A. Move your body weight forward and to the inside of the turn.
- B. Turn the handlebars while looking in the direction of the turn.

As you increase speed or turn more sharply, move your body weight further toward the inside of the turn to maintain balance.

If your ATV starts to tip while turning, lean your body further into the turn while gradually reducing the throttle and making the turn wider if possible.

## ***Riding Strategies***

Always use existing trails and stay away from hazardous terrain such as dangerous slopes and impassable swamps. Watch carefully for sharp bumps, holes, ruts, or obstacles. Be constantly alert for hazards. Never operate an ATV at excessive speeds. Go at a speed which is proper for the terrain, visibility, operating conditions, and your experience.

## ***Climbing Hills***

When approaching hills use common sense. *If the hill too steep? Do I know what is on the other side of the hill? Is the top flat or does it have a drop off?* The list below contains a few simple things to remember while climbing or descending a hill.

- A. Keep your feet firmly on the foot pegs.
- B. Shift to a lower gear and increase speed before climbing the hill; always maintain momentum.
- C. Move forward on the seat and keep your body weight forward. If standing make sure your torso is over the front wheels. Remember to always keep your weight toward the uphill side. When descending always keep your weight toward the rear tires.
- D. When shifting up a hill releasing the throttle slightly while up shifting will reduce the chance of your front wheels lifting.
- E. When going up a hill you will want to gently use the front brakes more than the rear brakes. When going down a hill you want to gently use more rear brakes than front.

## ***Crossing Roads or Highways***

Yield the right of way to all oncoming traffic; make sure you look both ways. Ride cautiously. Your ATV will handle differently on pavement and will be harder to maneuver increasing the danger of collision. Cross at a 90 degree angle where there are no obstructions and your visibility is good. If you're riding in a group, make sure the leader crosses first and determines that the way is clear and safe before the rest of the group crosses.



# ATV Check-In Form

Stock# \_\_\_\_\_ VIN# \_\_\_\_\_ Lic. Plate # \_\_\_\_\_

- \_\_\_ Tire Pressure  
(Front \_\_\_\_\_ / Rear \_\_\_\_\_ )
- \_\_\_ Front/Rear Brake Pads
- \_\_\_ Front/Rear Brake Rotars
- \_\_\_ Clutch & Brake Levers
- \_\_\_ Condition of Wiring Harness
- \_\_\_ Emergency Engine Kill Switch
- \_\_\_ Wheel Lugs Tight
- \_\_\_ Battery (full charged?)
- \_\_\_ Tail Lights
- \_\_\_ Brake Lights
- \_\_\_ Headlight
- \_\_\_ License Plate
- \_\_\_ All Gauges Working
- \_\_\_ All bodywork secure
- \_\_\_ Owners Manual

Comments:



I have reviewed the items listed above and agree with what is shown \_\_\_\_\_ Service Tech    Date \_\_\_\_\_  
 I have reviewed the items listed above and agree with what is shown \_\_\_\_\_ Rental Agent    Date \_\_\_\_\_  
 I have reviewed the items listed above and agree with what is shown \_\_\_\_\_ Lessee    Date \_\_\_\_\_

# ATV Check-Out Form

Stock# \_\_\_\_\_ VIN# \_\_\_\_\_ Lic. Plate # \_\_\_\_\_

- ☐ Tire Pressure  
(Front \_\_\_\_\_ / Rear \_\_\_\_\_ )
- ☐ Front/Rear Brake Pads
- ☐ Front/Rear Brake Rotars
- ☐ Clutch & Brake Levers
- ☐ Condition of Wiring Harness
- ☐ Emergency Engine Kill Switch
- ☐ Wheel Lugs Tight
- ☐ Battery (full charged?)
- ☐ Tail Lights
- ☐ Brake Lights
- ☐ Headlight
- ☐ License Plate
- ☐ All Gauges Working
- ☐ All bodywork secure
- ☐ Owners Manual
- ☐ Renter Read and signed that they understand  
basic ATV riding instructions
- ☐ Renter understands where all controls are  
and how they work
- ☐ Renter knows how to mix the fuel and two-  
stroke oil properly (for two-stroke vehicles)

Comments:



I have reviewed the items listed above and agree with what is shown _____	Service Tech	Date _____
I have reviewed the items listed above and agree with what is shown _____	Rental Agent	Date _____
I have reviewed the items listed above and agree with what is shown _____	Lessee	Date _____

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Lazy Springs LLC & PDJW LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "LS&PDJW"), I hereby agree to release, indemnify, and discharge LS&PDJW, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ATV, UTV, off-road vehicle, mudding, off-roading, jet ski, personal watercraft, boating wakeboarding, zip-line, rope swing, water slide, fishing, camping, and any other park activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, vehicles or other watercraft; loss of control of the vehicle; being impaled by a fish hook; boat capsize and entrapment; water crafts are slippery when wet and accidents can occur getting in, out, on or off; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; consumption of food or drink; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, LS&PDJW employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in water related activities.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless LS&PDJW from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use LS&PDJW's equipment or facilities, **including any such claims which allege negligent acts or omissions of LS&PDJW.**
4. Should LS&PDJW or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. I hereby give LS&PDJW the irrevocable right to use my name, picture, photograph, portraits, visual likeness, or voice in all forms and media in all manners, including photo, film, audio and video representations, for non-profit, public purposes, and I hereby waive any right to inspect or approve the finished product that may be created in connection therewith.
7. In the event that I file a lawsuit against LS&PDJW, I agree to do so solely in the Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against LS&PDJW on the basis of any claim from which I have released them herein.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (print minor's name)  
("Minor") being permitted by LS&PDJW to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless LS&PDJW from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_