

Fisheating Creek Outpost Inc.
7555 US Hwy 27• PO Box 101
Palmdale, FL 33944
863-675-5999

Date: _____

Group or Family Name _____

Waiver & Release of Liability with Rental Agreement

PLEASE READ THE FOLLOWING

I am aware that outdoor activities can be hazardous and I assume all risks of injury, loss of life, and damage to person and property during such activity, fully realizing that Fisheating Creek

Outpost, Inc. or its agents are not responsible for any such injury, loss of life, or damage to person or property, and I agree to pay for, defend, indemnify, and hold Fisheating Creek Outpost, Inc., or its agents, employees, successors, and assigns harmless from all liabilities, claims, demands, costs losses, expenses, or compensation of whatever nature, for loss, damage, or injuries to persons and property sustained by me, my heirs, personal representatives, successors, and assigns, and all other persons resulting from or in any way connected with transporting or use of equipment furnished by Fisheating Creek Outpost, Inc., or its agents, directly or indirectly caused or contributed to the cause of said injury, loss of life, or damage to persons or property by their negligent acts, gross negligence, or recklessness. I specifically agree to hold harmless Fisheating Creek Outpost Inc., its agents, employees, successors and assigns for damage caused to privately owned vessels and equipment during transport to livery destinations.

I understand that use of equipment furnished by Fisheating Creek Outpost, Inc., constitutes an acceptance of said equipment on a lease basis "As Is". I agree to pay for any damage done to said equipment or property of others. If I fail to return any or all of said equipment, I will reimburse Fisheating Creek Outpost, Inc., for the amount of replacement cost. I, as a parent or guardian of a minor child, make this agreement individually and on behalf of this minor child to induce Fisheating Creek Outpost, Inc. to allow this child to participate in this activity. I acknowledge and agree that should any provision or aspect of the Release and Waiver be found to be unenforceable, all remaining provision of the Release and Waiver will remain in full force and effect. Further, I acknowledge and agree that this Release and Waiver shall be construed pursuant to the laws of the State of Florida and that the venue for any legal proceeding shall be Glades County, FL.

Notice to the minor child's natural guardian: Read this form completely and carefully. You are agreeing to let your minor child engage in a potentially dangerous activity. You are agreeing that, even if Fisheating Creek Outpost, Inc. uses reasonable care in providing this activity, there is a chance your child may be seriously injured or killed by participating in this activity because there are certain dangers inherent in the activity which cannot be avoided or eliminated. By signing this form you are giving up your child's right and your right to recover from Fisheating Creek Outpost, Inc. in a lawsuit for any personal injury, including death, to your child or any property damage that result from the risk that are a natural part of the activity. You have the right to refuse to sign this form, and Fisheating Creek Outpost, Inc. has the right to refuse to let your child participate if you do not sign this form.

Signature of person entering agreement of release of liability: _____:

Signature of financially responsible person card info on bottom or on file _____ Site # _____

Names of minor children which will participate in activity:

_____ age _____ age _____

_____ age _____ age _____

Equipment rented to which I am agreeing to reimburse Fisheating Creek Outpost, Inc. for the amount of replacement cost:

Paddles Canoe/Kayak Tent Generator Bicycle Other: _____

*****BOTTOM TO RETURNED AT END OF RENTAL*VISA OR MASTER CARD ONLY*****

NAME of PERSON: _____ CARD NUMBER _____ Exp. _____

BILLING ZIP CODE: _____ SEC CODE: _____