**Bither Outfitters LLC, DBA Suwannee River Outpost**

**2461 95th Drive Live Oak, Florida 32060**

**Warning Notice, Release, Hold Harmless, Waiver of Liability,**

**and Covenant Not to Sue**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS SIGNIFICANT LEGAL CONSEQUENCES. YOU MAY WISH TO CONSULT WITH AN ATTORNEY BEFORE SIGNING.**

In order to participate in recreational activities provided by Bither Outfitters LLC, DBA Suwannee River Outpost (referred to as Suwannee River Outpost), each person over the age of eighteen (18) must read and agree to this Warning Notice, Release, Hold Harmless, Waiver of Liability and Covenant Not to Sue (referred to as the "***Policy***"). This Policy does not include one's minor children; there is a separate policy that must be agreed to if a person wishes to be accompanied by a minor.

Prior to participating in Suwannee River Outpost activities, each renter has read and agrees to the following “Acknowledgements” and expressly assumes the risk of the following conditions:

**Acknowledgements:**

1. Participating in paddlecraft (human powered vessels) activities, transportation services, or outdoor recreational activities has risks, including but not limited to: inclement weather, tripping on natural/manmade objects and terrain, insect/animal bites, drowning, poisonous plants, falling objects including vegetation and limbs, remoteness from medical treatment and other risks of injury, accident, illness or death. Renters should consider their own health and medical conditions, and consult with their medical professional if need be, to determine whether or not it is safe to engage in any activities at Suwannee River Outpost.
2. Renter shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating, renting, or using paddlecraft, equipment, or transportation services from Suwannee River Outpost. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental paddlecraft, equipment, or transportation services from Suwannee River Outpost.
3. ­Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition, and repair. Renter represents that he/she has adequate skills, knowledge, and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of trip.
4. Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental paddlecraft, and/or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Suwannee River Outpost the full cost of repair or replacement.
5. Renter shall return paddlecraft and equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event rental paddlecraft or equipment require repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.
6. Renter acknowledges that alcohol and/or drugs and operating a paddlecraft under the influence of alcohol/drugs are prohibited.
7. Renter has accurately completed FWCC Livery Pre-Rental and Pre-Ride Instruction Checklist and Attestation.
8. **RECOGNITION OF RISK:** Renter expressly acknowledges that paddlesports are an activity with inherent risks of injury to persons and property. **RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM.** Renter acknowledges that PFDs (Personal Flotation Device) are made available and that **ALL RENTERS ARE REQUIRED TO WEAR PFD’s WHILE USING RENTAL PADDLECRAFT.** Renter understands that the use of a PFD does not remove all risks of injury; nor does PFD use make paddlesports a safe activity. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to Suwannee River Outpost, including board, officers, and Employees, has made any representations regarding the safety of, or the risks of, the activity. **RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.**
9. This agreement constitutes the entire agreement between Suwannee River Outpost and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Suwannee River Outpost to Renter, except as contained herein, and Suwannee River Outpost shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. The laws of the State of Florida shall govern this agreement. I have read and understand the above.

**IN CONSIDERATION FOR BEING ALLOWED TO ENGAGE IN SUWANNEE RIVER OUTPOST ACTIVITIES, THE UNDERSIGNED, MINDFUL OF THE ACKNOWLEDGEMENTS ABOVE, I, FOR MYSELF, MY HEIRS, MY EXECUTORS AND MY ASSIGNS HEREBY:**

\*RELEASE Bither Outfitters LLC, DBA Suwannee River Outpost, Cornett’s Spirit of the Suwannee, Inc., its agents, employees, officers, directors, contractors or volunteers, and James Cornett, individually, FOR ANY LIABILITY OR RESPONSIBILITY IN ANY WAY FOR PERSONAL INJURY OR DEATH, OR OTHER DAMAGES TO ME INCLUDING PROPERTY DAMAGES, OR MY FAMILY, HEIRS, OR ASSIGNS WHICH MAY OCCUR FROM MY BEING ON THE CORNETT’S SPIRIT OF THE SUWANNEE, INC. PROPERTY OR ENGAGING IN ANY SUWANNEE RIVER OUTPOST ACTIVITY WHICH MAY BE DUE OR IN PART TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF SUWANNEE RIVER OUTPOST. THIS INCLUDES BOTH ACTIVE AND PASSIVE NEGLIGENCE, AS WELL AS ANY LIABILITY FOR NEGLIGENT FAILURE TO ADEQUATELY WARN WHICH MIGHT OTHERWISE HAVE AS A CAUSE OR ACTION OR LAWSUIT AGAINST SUWANNEE RIVER OUTPOST.

\*EXPRESSLY ASSUME THE RISK OF ANY INJURY OR DEATH WHICH MAY BE ASSOCIATED WITH MY PRESENCE AT THE SUWANNEE RIVER OUTPOST INCLUDING, BUT NOT LIMITED TO, ANY INJURY OR DEATH ARISING OUT OF THE INTENTIONAL OR NEGLIGENT CONDUCT OF SUWANNEE RIVER OUTPOST RENTERS PRESENT ON CORNETT’S SPIRIT OF THE SUWANNEE, INC. PROPERTY, ANY INJURY OR DEATH ARISING OUT OF WEATHER RELATED HAZARDS HAVING ARISEN BEFORE OR DURING ANY ENTRANCE ON TO THE PROPERTY, ANY INJURY OR DEATH ARISING OUT OF ANIMAL OR PLANT WILDLIFE LOCATED ON CORNETT’S SPIRIT OF THE SUWANNEE, INC. PROPERTY, ANY INJURY OR DEATH ARISING OUT OF KNOWN OR UNKNOWN MANMADE OR NATURAL HAZARDS, AND ANY INJURY OR DEATH ARISING OUT OF INFECTIOUS DISEASE OR VIRUSES.

\*INDEMNIFY AND HOLD HARMLESS SUWANNEE RIVER OUTPOST AND CORNETT’S SPIRIT OF THE SUWANNEE, INC. FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION BY WHOMEVER MADE AND HOWEVER PRESENTED.

\*AM AWARE THAT THIS WARNING NOTICE, RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE IS A LEGAL CONTRACT BETWEEN MYSELF, BITHER OUTFITTERS LLC, DBA SUWANNEE RIVER OUTPOST, CORNETT’S SPIRIT OF THE SUWANNEE, INC., AND JAMES CORNETT: I AM GIVING UP SIGNIFICANT LEGAL RIGHTS IN EXCHANGE FOR BEING ABLE TO ENAGE IN ACTIVITIES RELATED TO SUWANNEE RIVER OUTPOST.

\*Acknowledge that should medical treatment be required for any injury, that I and/or my own insurance company shall pay for all such costs, expenses, and deductibles.

\*Consent to doing business with Suwannee River Outpost, under the provisions of § 668.50 Florida Statutes, the Uniform Electronic Transaction Act.

\*Agree that this document shall be construed under Florida law, that any proceedings hereunder shall be held in State court in Suwannee County, Florida, that the prevailing party shall be entitled to an award of court costs and attorney’s fees, and that the right to a trial by jury and class action is specifically waived.

**THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY FOR NEGLIGENCE**

**PLEASE READ IT CAREFULLY BEFORE SIGNING**

 **Your Name (please print clearly): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_\_**

**Zip/postal code: \_\_\_\_\_\_\_\_\_\_\_\_Country: \_\_\_\_\_\_\_\_\_\_\_Your Cellular Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**YOUR EMAIL ADDRESS: (please print clearly):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By signing this document, I acknowledge that I have read, understand, acknowledge, have had the opportunity to consult with legal counsel of my choice, and fully agree to all of the above on behalf of myself.**

**Signature:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**