

Release, Hold Harmless & Waiver of Liability for Canoe, Kayak, and Paddleboard activities at the Suwannee Canoe Outpost at the Spirit of the Suwannee Music Park & Campground

In order to engage in any canoe, kayak, or other paddlesports activity, including rental and/or transport of such watercraft and/or Participants, provided by the Suwannee Canoe Outpost at the Spirit of the Suwannee Music Park and Campground, each participant must read and agree to this Release, Hold Harmless & Waiver of Liability.

THE UNDERSIGNED acknowledges that the inherent risks of canoe, kayak, or other paddlesports activities (“the activity”) include, but are not limited to, the following: environmental factors such as excessive heat, high humidity, lightning, thunderstorms, tornados, high winds, fast moving currents and eddies, biting or stinging insects (wasps, yellow jackets, bees, mosquitos, flies), alligators, jumping fish, venomous snakes, falling trees or limbs, tree roots and stumps, poisonous plants (e.g. poison ivy or oak), brambles and brush, soft sand, loose gravel, potholes, rocks, and dogs; equipment factors such as sinking, taking on water, loss of an oar or paddle, slippery surfaces, outdated or improperly worn personal floatation device, transport vehicle defects, inappropriate clothing, overloading the watercraft, metal surfaces, sharp edges, failure of required navigation lighting devices; and human factors such as the inability of a participant to know how to swim, the failure of another watercraft operator to maintain control over his or her watercraft or to properly maintain his or her equipment, drowning, the failure of a participant to be attentive to environmental conditions or vessel traffic, lack of proper conditioning or muscle tone to engage in paddling or portaging, hypothermia, smoking or vaporizing, drinking alcoholic beverages, using controlled substances or other drugs, or the failure of another participant or vessel operator to exercise proper care and responsibility for his or her conduct under the circumstances. Any of these inherent risks can result in serious injury or death to a person, or to the unborn child of a pregnant woman.

THE UNDERSIGNED further acknowledges that there are additional inherent risks associated with overnight canoe/kayak/paddleboard camping trips, that include the above risks; and, in addition, the risk of projectiles from nearby hunting activities, inadequate or defective camping gear, food poisoning, poor weather forecasts, remoteness and failure of cellular communications to summon help; fluctuating river water levels; and injury or incapacity of the guide.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, on behalf of himself or herself, his or her family members, spouse, and heirs, assigns and personal representatives, hereby assumes each of the risks described above, holds harmless, waives liability, and releases and discharges James Cornett and Cornett’s Spirit of the Suwannee, Inc., its officers, directors, agents, servants, employees (“the Park”), and the Suwannee Canoe Outpost, Steven E. Baxter, and all employees (“the Canoe Outpost”) from any and all actions, causes of actions, claims, demands, damages, costs, expenses, attorney’s fees, compensation and all consequential or other damages now accrued or hereafter to accrue to or for the benefit of the undersigned Participant as a result of any act(s), omission(s) and/or negligence of the Park and/or the Canoe Outpost, specifically including, without limitation, any death, personal injury, property loss, or property damage incurred while engaging in the activity.

THE UNDERSIGNED agrees that he or she has been advised to, and agrees to: wear a United States Coast Guard personal floatation device at all times when engaged in the activity; remain seated while on-board the canoe or kayak; and to abide by the Federal Inland Navigation Rules, Florida Statutes, to abide by all lawfully posted aides to navigation (signs, markers, navigational aids) or verbal directions from law enforcement officials, and to not engage in prohibited activities that are not part of the activity including, but not limited to, entry onto private property, swinging from rope swings or tree limbs, or jumping off the river bank.

THE UNDERSIGNED acknowledges that he or she has read, and understands, the paddlesports safety information sign posted at the Suwannee Canoe Outpost.

THE UNDERSIGNED represents that he or she possesses the necessary physical conditioning, motor skills and judgment to engage in canoeing or kayaking on a wild, natural river in a remote setting.

THE UNDERSIGNED acknowledges that should medical treatment be required for any injury, that he or she and/or his or her own insurance company shall pay for all such costs, expenses and deductibles; and the undersigned releases any person providing emergency first aid, treatment or service rendered during the activity.

Release, Hold Harmless & Waiver of Liability

The UNDERSIGNED agrees to abide by the Park's Rules (available at www.musicliveshere.com).

It is agreed that this Release, Hold Harmless & Waiver of Liability shall be construed under Florida law without regard to conflict of laws; that any proceedings hereunder shall be held in State court in Suwannee County; and that the prevailing party shall be entitled to an award of court costs and attorney fees, including appellate costs and fees.

THIS WAIVER OF LIABILITY CONTAINS A RELEASE OF LIABILITY FOR NEGLIGENCE. PLEASE READ IT CAREFULLY BEFORE SIGNING.

Participant Name (please print clearly): _____

Participant Street Address: _____

City: _____ State: _____

Zip/postal code: _____ Country: _____ Cell/Phone: () _____

I HEREBY REPRESENT THAT I HAVE READ THIS FORM AND FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS IT CONTAINS; THAT I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT; THAT I SIGN IT VOLUNTARILY; THAT I AM LEGALLY COMPETENT TO SIGN IT; AND THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS FORM HAVE BEEN MADE TO ME.

Signature of Participant: _____ Date signed: _____

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 THE CANOE OUTPOST AND/OR THE PARK 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 THE CANOE OUTPOST AND/OR THE PARK IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CANOE OUTPOST AND/OR THE PARK HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I, the undersigned, certify that I am a parent or legal guardian of the above-named minor; that I have read and understand all of the terms of this Release, Hold Harmless and Waiver of Liability; and that I understand that all of the enumerated risks may be increased for a minor participant; and I have signed this form intending to bind myself, and my minor child or charge, and his or her family, and his or her heirs, assigns, and personal representatives.

Signature of Legal Guardian of Participant under the age of 18: _____ Date signed: _____