

# FINSEEKER GUIDED ADVENTURES

13535 Vanderbilt Dr, Naples, FL 34110

## **PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK**

In consideration of the services of **Finseeker Guided Adventures**, their owners, volunteers, participants, Collier County, Lee County, the City of Naples, the City of Bonita Springs, the City of Marco Island and all other persons or entities acting in any capacity on their behalf, I hereby agree and discharge **Finseeker Guided Adventures**, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that brackish and saltwater back bay and open water kayaking entails known and unanticipated risks which could result in physical or emotional injury, permanent 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 risk of injury from the activities involved in this program is significant. In addition to the potential for permanent paralysis and death, the risks include among other things, but are not limited to: boat capsizing, tidal conditions and currents, travel in remote areas, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, accidental drowning, mental anguish or trauma, illness in remote areas, adverse weather conditions, exposure to sun, strong wind, cold, heat, storms, boat wake, lightning, aggressive and or poisonous marine life, dangerous wildlife, wrist, arm, shoulder, and/or back injuries, and rapidly changing weather and water conditions.

Furthermore, **Finseeker Guided Adventures** has difficult jobs to perform. The guide seeks safety but is not infallible. We might be ignorant of a participant's fitness or abilities. We might misjudge the weather, the elements or the terrain. We may give inadequate warnings or instructions, and the equipment used might malfunction.

**2. I EXPRESSLY AGREE AND PROMISE TO ACCEPT AND ASSUME ALL OF THE RISKS EXISTING IN THIS ACTIVITY**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree specific consideration has been exchanged for this provision.

3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY VOLUNTARILY RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS Finseeker Guided Adventures**, its officers, officials, employees, other participants, advertisers, and, if applicable, owners and lessors of premises used to conduct the activities(RELEASEES) from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.



X \_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Phone #