

WAIVER OF LIABILITY, ACCEPTANCE OF POLICIES AND HOLD HARMLESS AGREEMENT Gulf Coast Eco Tour patron is required to read this release prior to purchasing tickets. Your purchase and participation of renting one of our kayaks confirms that you assume all risks and hazards associated with the walk for you AND YOUR MINOR CHILD, and knowingly and freely assume the risk of any personal injury, property damage or property loss that you may suffer, incur, or sustain which could in any way be construed to be connected with, arise out of, or touch upon your participation in Gulf Coast Eco Tour.

WAIVER AND RELEASE AGREEMENT Please read carefully before signing This is a release of liability and waiver of certain legal rights In consideration for my being permitted to participate in the activities of individual kayak rental. I agree to the following Waiver and Release: I acknowledge that Gulf Coast Eco Tour has inherent risks, hazards, and dangers for anyone, that cannot be eliminated, particularly in a wilderness environment. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION: 1. Water hazards in kayaking and wading in the rivers including drowning; 2. Hiking in rugged country; 3. Encounters with wildlife, animals, and insects; 4. Temperature extremes; 5. Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury. I understand the risks, hazards, and dangers of kayaking and have had the opportunity to discuss them with Gulf Coast Eco Tour. I understand I am required to wear a USCG life vest at all times. I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely. I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF Gulf Coast Eco Tour Kayak Rental WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH. Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS Gulf Coast Eco Tour; their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of Gulf Coast Eco Tour or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Error! Reference source not found. as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of renting a kayak! I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

I have read this agreement, am aware that it is a release of liability and a contract between the Released Parties and myself. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

Signature of Participant (Adult or Minor) Date Telephone# Emergency Contact Number

Print Name Address City State Zip

This is to certify that I, as parent/guardian with legal responsibility for this participant, consent and agree to his/her release as provided above of all Releases and, for myself, my child, all heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW. If under eighteen years of age, parent, guardian, or custodian must sign the following indemnification: INDEMNIFICATION In consideration for the above minor being permitted by legal guardian or parent to participate in kayaking activities of Gulf Coast Eco Tour, which include, without limitation, the use of its services, animals and equipment, I agree to the following waiver, release, and indemnification: The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Gulf Coast Eco Tour, their directors, officers, agents, employees, and volunteers from and against any claims, actions, demands, expenses, liabilities (including reasonable attorneys' fees), and NEGLIGENCE made or bought by said minor or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Gulf Coast Eco Tour. and his or her use of the property of kayaking. I, for myself and on behalf of said minor, further agree not to sue Gulf Coast Eco Tour as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities of Gulf Coast Eco Tour

Signature of Parent or Guardian Print Name of Parent or Guardian Date