

VIRGINIA KEY OUTDOOR CENTER - RENTAL AGREEMENT AND RELEASE OF LIABILITY

TIME OUT:
RETURN TIME:
RETURNED AT:
EQUIPMENT:

In consideration of the use of the property, facilities and/or services of Virginia Key Outdoor Center, LLC ("VKOC"), the undersigned acknowledges and agrees as follows:

| | | | |
|--|---|---|------------|
| DATE | I am an Adult age 18 or older <input type="radio"/> YES <input type="radio"/> NO | Vehicle Make/Model Tag # | # in party |
| First Name (Participant) | Last Name (Participant) | | |
| Address | Phone | Emergency Contact Name: | |
| City | State, Zip | Emergency Contact Number: | |
| Email | Add to Email List? <input type="radio"/> YES <input type="radio"/> NO | → I am responsible for any damage to or loss of equipment _____ → I have been advised regarding restricted areas and possible fines and penalties may be imposed for entering said areas _____ | |
| How did you hear about us? | | | |
| <input type="radio"/> Friend recommended <input type="radio"/> Yelp <input type="radio"/> Facebook <input type="radio"/> Twitter <input type="radio"/> Sailboards Miami <input type="radio"/> Eventbrite <input type="radio"/> Fareharbor <input type="radio"/> Ouija Board <input type="radio"/> Google <input type="radio"/> Meetup <input type="radio"/> TripAdvisor <input type="radio"/> Instagram <input type="radio"/> Hotel _____ <input type="radio"/> Other _____ <input type="radio"/> I am a returning Customer | | | |

- I. WARNING.** There are significant elements of risk in any adventure sport or activity associated with the use or presence water craft, including but not limited to canoes, kayak, rafts, and tubes, bicycling including mountain biking and the use of related equipment. These risks are inherent in bicycling, paddleboarding, canoeing and kayaking and may be present even if the equipment is used properly and even in still water or flat unobstructed trail or road conditions.
- II. SCOPE OF RELEASE.** This Release of Liability covers all activities indirectly or directly associated with the use of VKOC equipment, facilities, services, and activities organized by, sponsored by, or directed by VKOC ("ACTIVITIES").
- III. RISK FACTORS.** The undersigned understands and acknowledges that ACTIVITIES involve risks such as, but not limited to, the following: (i) changing water flow, conditions or current; (ii) collision with other participants, any portion of the interior of the craft, other water craft, manmade or natural objects, including overhanging, submerged and/or semi-submerged trees, branches, rocks and boulders; (iii) cold weather and heat related injuries and illnesses including hyperthermia, frostbite, heat exhaustion, sun stroke, and dehydration; (iv) inclement weather, variances and extremes of wind, weather and temperature, the presence of insects and animals; (v) sense of balance, physical coordination, ability to swim, and/or ability to follow directions; (vi) loss of control of the craft, collision, capsizing, and sinking of the craft which can result in wetness, injury, exposure to the elements, hypothermia and drowning; (vii) getting in and out of the craft; (viii) travel, including hiking, portaging and travel to and from the related and unrelated activities; (ix) the presence of wild animals, including marine life forms, (x) unavailability of immediate emergency aid services and emergency medical care (xi) loose sand (xii) low branches (xiii) rocks and obstructions (xiv) drops and other expected and unexpected obstacles and/or hazards. The undersigned acknowledges that ACTIVITIES, as well as other foreseeable or unforeseeable factors or circumstances, may result in a **RISK OF PROPERTY DAMAGE, BODILY INJURY, AND POSSIBLY DEATH.**
- IV. ASSUMPTION OF RISK.** By executing this Release of Liability, the undersigned expressly assumes all risk that arise from participation in ACTIVITIES, the acts of others, the unavailability of emergency care, and any other foreseeable or unforeseeable factors or circumstances related to ACTIVITIES. The undersigned assumes all risk of injury, wrongful death or property damage related to ACTIVITIES.
- V. ACKNOWLEDGMENT OF RULES, POLICIES AND PROCEDURES.** The undersigned acknowledges that he or she has read and understood all of the rules, policies and procedures relating to ACTIVITIES and understands that the safe and proper use of the facilities, equipment and participation in ACTIVITIES is dependent upon carefully following such rules, policies and procedures. All park rules whether posted throughout the park, at specific locations or communicated by park staff, VKOC staff and volunteers, VK Bike Club, law enforcement or other common sense rules. I will avoid hazards and potential hazards. The undersigned understands that bicycling and paddle sports should only be undertaken after proper instruction and training and that VKOC is not providing such training in connection with the rental of equipment. The undersigned assumes full responsibility for deciding where, when and with whom to ride or paddle. The undersigned acknowledges and agrees that the rental equipment provided by VKOC is for the sole and exclusive use of the undersigned and may not be used by any other person.
- VI. RULES.** The undersigned agrees to and accept the additional limits on the operation of any rented equipment.
 1. I will immediately return if lightning or adverse weather approaches, or if there is any mechanical bicycle failure (do not ride)
 2. Late returns requiring rescue or support are subject to minimum rescue fee and late return charges
 3. Personal Flotation Devices must be worn at all times (water)/Helmets must be worn at all times (bicycling).
 4. I will NOT enter restricted areas including the Sadowski Critical Wildlife Area.
- VII. PHYSICAL CONDITIONS AND SKILLS.** The undersigned represents that he or she has the requisite skills, physical abilities and mental abilities necessary for proper and safe use of VKOC equipment, facilities and services and to participate in ACTIVITIES. The undersigned agrees that if he or she has any questions as to what skills, qualifications or training are necessary to properly use the equipment or facilities, or to participate in ACTIVITIES, then they shall direct such questions to the appropriate staff member on site.
- VIII. RELEASE.** The undersigned hereby releases, discharges, waives, disclaims and relinquishes all claims, actions or causes of action against City of Miami, VKOC, Virginia Key Parks Trust, and all the officers, employees and agents and agrees not to sue them on account of or in conjunction with any claims, causes of action, injuries, damage, cost of expenses arising out of ACTIVITIES, including those based on death, bodily injury or property damage whether or not caused by participation in ACTIVITIES or the negligence of VKOC; provided, however, the foregoing release shall not apply to claims solely based on the gross negligence or willful misconduct of VKOC.

IX. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction including Florida whose purpose, substance, and/or effect is to provide that a general release shall not extend to claims, material or otherwise which the person giving the release does not know of or suspect at the time of executing the release. This means, in part, that the undersigned is releasing unknown future claims.

X. INDEMNITY. The undersigned agrees to indemnify and defend City of Miami and VKOC and , Virginia Key Parks Trust, and all the officers, employees and agents (each, an "Indemnitee") and hold them harmless from any or all claims, causes of action, damage judgments, costs or expenses, including attorney fees which in any way arise from the undersigned participation in the ACTIVITIES which include but are not limited to damages to or destruction of any property of an Indemnitee, of any others, injury or death of the undersigned or anyone else or any liability arising from the act or negligent act of an Indemnitee, the undersigned or anyone else; provided, however, the foregoing indemnity shall not apply to claims related solely to the gross negligence or willful misconduct of VKOC.

XI. PROPERTY DAMAGE. The undersigned agrees to pay for any or all damages to any property of Indemnitee caused by the undersigned either negligently, willfully, or otherwise. The undersigned further agrees to make immediate payment for any and all property damage. In the event rental material is not returned, or is returned in manner deemed by VKOC to be beyond repair, the charge for such loss will be automatically billed to the credit provided as security. In the event the charge is declined, the undersign agree(s) to make immediate payment for the loss.

XII. MEDIA RELEASE Further I agree to allow my, and/or my child(dren) and/or the ward(s) image, video, photos or any likeness to be used for any legitimate purpose (Program Advertising, TV Documentary, Testimony)

XII. REPRESENTATIVES. The undersigned has executed this Release of Liability for himself or herself, and his or her heirs, assigns and legal representatives.

XIV. EMERGENCY TREATMENT CONSENT. The undersigned, as a participant in the subject activity, hereby consents to medical treatment in a medical emergency where the undersigned is unable to consent to such treatment.

XV. HEALTH/MEDICAL VERIFICATION:

- I and members of my party have no known medical or physical condition that may affect my safe use of the rental equipment
- I, or a member of my party have the below medical or physical condition we wish to share with first responders in case of an emergency. _____
- I or a member of my party requires special accommodations as set forth below (subject to availability)

ACKNOWLEDGMENT. The undersigned has read and understands this Release of Liability and realizes it relates to surrendering valuable legal rights and assuming important legal responsibilities and does so freely and voluntarily.

FOR MINORS: Parent must sign accepting responsibility for minor. Include name and age of minor and signature and name of parent/guardian.

| PRINT NAME | SIGNATURE | Adult (Y/N (age, if minor)) |
|------------|-----------|-----------------------------|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |