Read carefully: This is a waiver and release of liability

I hereby declare that I have no physical or mental conditions that should preclude me from participating in my chosen activity and that I am not participating against medical advice or treatment.

I acknowledge that kayaking entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I expressly agree to assume all of the risks existing in this activity. My participation is purely voluntary, and I elect to participate in spite of the risks.

In consideration of the services of Friends of MacArthur Beach State Park, Inc. (FMB) and MacArthur Beach State Park (MBSP), their agents, officers, volunteers and employees and all other persons acting in any capacity on their behalf, collectively referred to as FMB and MBSP, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless FMB and MBSP, from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity, or use of equipment or facilities, including any such claims which allege negligent acts or omissions of FMB or MBSP. Should FMB and/or MBSP be required to incur attorney’s fees and costs to enforce this Release of Liability, I agree to indemnify and hold them harmless for all such fees and costs.

I understand and agree:
- Personal Floatation Devices (Life Jackets) must be worn by all participants while kayaking.
- All equipment must be returned in its present condition or I will reimburse FMB at retail replacement cost.
- All kayaks must be returned by 4:00 p.m.; I will pay a late fee of one dollar ($1.00) per minute, per kayak, in additional to regular rental rates.
- I have read and agree to be bound by the rules and regulations on the reverse of this form.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my rights to maintain a lawsuit against FMB, MBSP, employees or volunteers, on the basis of any claim from which I have released them herein.

As a supervisor of a minor child, I make this agreement individually on behalf of this minor child to induce FMB and MBSP to allow the child to ride in a kayak.

Date: ____________________ Phone Number ____________________

Signature __________________________________________ Print name: ______________________
Signature __________________________________________ Print name: ______________________
Signature __________________________________________ Print name: ______________________
Signature __________________________________________ Print name: ______________________

*OFFICIAL USE ONLY

Number in party: ________ Deposit: __________

Single Kayaks ________ Double Kayaks ________ Check out time: __________ Actual Check in time: __________

Rental Agent __________________________ Amount Paid: __________________________

PFD #’s ____________________________________________________________
Kayaking Rules and Regulations  
For Your Safety

- Personal Flotation Devices (Life Jackets) MUST be worn properly by all when in a kayak.

- Kayaks are designed for one or two persons only, no additional passengers are allowed.

- Please make sure the kayak is floating before boarding.

- Please do not push off with the paddle.

- Please do not stand up in the kayak.

- Children under 13 years of age must ride in a double with an adult over 18 years of age. All persons under 18 years of age must be accompanied by an adult at all times when kayaking.

- Rented equipment shall not be removed from Park property and must be returned no later than 4:00 p.m.

- Late fees are one dollar ($1.00) per minute, per kayak, in addition to rental fees.

- All equipment must be returned in its present condition or renter will be charged retail replacement cost.

- Alcoholic beverages and/or drug use is prohibited.

- Please respect Park resources, wildlife, sea grasses, and equipment.

- Fees will be applied for violation of the rules and regulations.

___________ I have read and agree to abide by the Rules and Regulations
(Initial)

PLEASE REPORT ANY PROBLEMS WITH THE EQUIPMENT TO
OUTFITTERS GIFT SHOP PERSONNEL