

Sunshine Paddle Tours

Participant Waiver & Release of Liability

IMPORTANT LEGAL NOTICE – PLEASE READ CAREFULLY

This is a legally binding **Waiver & Release of Liability**.

By participating in any activity offered by Sunshine Paddle Tours, you acknowledge that you understand and accept the risks associated with paddle sport activities and agree to release certain legal rights.

All participants must complete the official waiver prior to participation.

Participants under the age of eighteen (18) must have a parent or legal guardian complete and sign the waiver on their behalf.

Company Information

Provider:

Sunshine Kayak Tours LLC, DBA Sunshine Paddle Tours (“Provider”)

Activities:

Guided Kayak Tours, Stand-Up Paddleboarding (SUP), Canoeing, and related paddle sport activities

Locations (may vary by booking):

Silver Springs State Park • Winter Park • Cape Canaveral • Other approved locations

Assumption of Risk

I understand and acknowledge that kayaking, paddleboarding, canoeing, and other paddle-based water activities involve **inherent and unavoidable risks**, including but not limited to:

- Slipping, falling, capsizing, or drowning
- Collisions with vessels, submerged objects, docks, or other participants
- Changing water, tide, current, and weather conditions
- Wildlife encounters (including manatees, alligators, fish, birds, insects, and marine life)
- Physical exertion, fatigue, dehydration, or heat-related illness
- Equipment malfunction, failure, or misuse
- Acts or omissions of other participants
- Remote locations with limited or delayed access to medical assistance

I understand that these risks may result in **serious injury, permanent disability, property damage, or death.**

Participation is voluntary. I knowingly, freely, and expressly assume **all risks**, whether known or unknown, foreseeable or unforeseeable, arising from my participation.

Participant Responsibilities & Conduct

By participating, I agree that I will:

- Follow all verbal and written instructions provided by the Provider's guides and staff
- Operate all equipment in a safe, responsible, and lawful manner
- Wear a properly fitted U.S. Coast Guard–approved Personal Flotation Device (PFD) when required by law or instructed by staff
- Acknowledge that children aged six (6) and under must wear a PFD at all times
- Refrain from alcohol, drugs, marijuana, or any substance that may impair judgment or physical ability
- Respect wildlife and maintain required distances at all times
- Comply with all applicable local, state, and federal laws and regulations
- Remain within designated activity areas and follow all posted or verbal restrictions
- Immediately inform staff of unsafe conditions, injuries, or equipment issues
- Accept responsibility for personal belongings and properly dispose of waste

Failure to comply may result in removal from the activity **without refund.**

Equipment Responsibility

I acknowledge and agree that:

- I am responsible for all equipment provided during the activity
 - All equipment must be returned in the same condition as received, normal wear and tear excepted
 - I may be financially responsible for damaged, lost, stolen, or improperly used equipment
 - The Provider is not responsible for loss or damage to personal property
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Release of Liability & Waiver of Claims

In consideration of being permitted to participate, I voluntarily release, waive, and forever discharge the Provider — including its owners, officers, managers, employees, guides,

instructors, contractors, affiliates, agents, and representatives — from **all claims, demands, damages, actions, or causes of action** arising out of or related to my participation.

This release includes claims arising from **ordinary negligence** to the fullest extent permitted by Florida law.

This waiver does **not** apply to gross negligence or intentional misconduct.

Indemnification & Hold Harmless Agreement

I agree to indemnify, defend, and hold harmless the Provider from any claims, damages, losses, liabilities, or expenses (including attorneys' fees) arising from:

- My participation
 - My actions or omissions
 - The participation of any minor for whom I am legally responsible
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Medical & Physical Fitness Acknowledgment

I certify that I am physically and medically capable of participating in paddle sport activities. I confirm that I do not have any medical condition that would make participation unsafe, including but not limited to heart conditions, cardiovascular disease, severe back or neck problems, respiratory issues, recent surgery, pregnancy without medical clearance, or conditions causing dizziness, fainting, or loss of consciousness.

I understand that guides are not medical professionals and cannot assess my fitness level. I agree to notify staff of any relevant medical conditions or limitations prior to participation.

Safety Instruction Acknowledgment

I acknowledge that I have received and understand safety instructions regarding:

- Proper use of equipment and Personal Flotation Devices
 - Activity rules and safety guidelines
 - Emergency procedures
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Photo & Video Release

I grant the Provider permission to capture and use photographs and video recordings taken during the activity for operational, safety, marketing, promotional, and educational purposes.

This release is voluntary, royalty-free, and applies worldwide.

For Minors (Under 18 Years of Age)

Participants under eighteen (18) years of age must have a parent or legal guardian complete and sign the official waiver prior to participation.

By signing, the parent or legal guardian certifies responsibility for the minor and consents to their participation.

Completion Required Before Participation

All participants must complete the **official Participant Waiver & Release of Liability** prior to joining any Sunshine Paddle Tours activity.

Legal Notice

This page presents the full waiver text for review.

The legally binding agreement is completed and executed through our online waiver system.