

**Waiver & Release of Liability
Kayak Tours, Rentals, Demos and Instruction**

In consideration of being allowed to participate in any way with Up The Creek Xpeditions, or any agent, representative, or manufacturer's representative acting for, or on behalf of Up The Creek Xpeditions, in any function or activity involving kayaking (Tours, Trips, Rentals, Instruction, Demonstrations, etc ...), I acknowledge that:

I am aware kayaking can be a dangerous activity, and can be physically demanding and hazardous, involving risk of injury, death, or personal property loss or damage. These risks include, but are not limited to: injury or fatality due to immersion/submersion in water, impact with submerged, or exposed objects, slipping or falling, accident or injury in places remote from medical facilities, collisions with other vessels, animal bites, sprains, strains, dislocations, bone fractures, or other traumatic injuries, exposure to sun and temperature extremes or inclement weather, accidents while traveling to and from activity sites and other risks which may not be known. I will inspect the facilities and equipment to be used and if I believe anything, to be unsafe, I will inform a staff member of Up The Creek Xpeditions of such conditions, and refuse to participate, or allow any child or person for whom I am responsible to participate. As the parent or legal guardian of a minor child participant or any other person, I will be responsible for that individual. Renters and users of Up The Creek Xpeditions equipment are responsible for all items and will exercise reasonable care in its use, transportation, and storage.

Equipment will be used only for its express design purpose. Any damage or loss must be reported to Up The Creek Xpeditions as soon as possible. Lost, stolen, damaged, or destroyed equipment will be charged to the renter/user at its Published Retail Value. Unscheduled shuttles of people and/or equipment are the responsibility of the renter. All equipment is to be returned as it received by the renter, reasonably clean, in good condition and in proper working order. Cleaning and/or maintenance fees may apply if boats require repair of excessive cleaning.

I am in good health and capable of participating in a possibly strenuous, or demanding activity. To my knowledge, I am in good health and have no medical or physical disability that will interfere with my participation. I will immediately inform Up The Creek Xpeditions staff of any and all medical problems I may have or experience. I agree to be attentive and to immediately adhere to all decisions and/or instructions made by me guide(s), instructor(s) and/or staff member(s). I understand photographs and videos may be taken on this trip, and I hereby consent to being photographed.

I acknowledge that I freely assume all risks on behalf of heirs, assigns, next of kin, and myself. I do release, hold harmless, and promise that I, my heirs, or assigns will not AT ANY TIME, with regard to this activity, seek or attempt to seek any compensation whatsoever from Up The Creek Xpeditions, or affiliated clubs, directors, agents, instructors, sponsoring agencies, represented manufacturers, advertisers, financiers, or staff with respect to any, and all injury, death, property loss or damage. My signature is witness to and I certify that I have read and completely understand all the information above.

Signature of Participant(s) [and/or Guardian]: _____ Date : _____

Name (please print): _____

Address : _____

City, State & Zip : _____

Phone : _____ E-mail: _____

***Additional Participants:** _____

**WEAR YOUR PFD AT ALL TIMES. PADDLE AS A GROUP; AND STAY TOGETHER.
KNOW YOUR ROUTE, THE WEATHER AND THE TIDES!**

Up The Creek Xpeditions & Outfitters – St. Marys/Cumberland Island
P.O. Box 5236
St. Marys, GA 31558
(912) 882-0911

Up The Creek Xpeditions & Outfitters – Amelia Island/Jacksonville
1417 Sadler Road #243
Fernandina Beach, FL 32034
(904) 999-4919