

SIX MILE CREEK CDD CANOE/KAYAK USE POLICIES

1. Rental includes boat (kayak or canoe), life vest, whistle, and paddle (the "Equipment"). Patrons are responsible for any damages to the Equipment.
2. Only Patrons are authorized to rent the Equipment. Rentals are available to all Patrons at no charge upon receipt of picture identification at time of rental and identification of residence or proof that Patron is a Paid User. Before renting the Equipment, Patrons must sign the release attached hereto and return it to District staff at the Welcome Center.
3. Life vests, whistles and paddles may be picked up at the Welcome Center, at which time one key for each Patron will be released for the appropriate boat to be used in order to unlock the kayak/canoe at the launch area. It is the Patron's responsibility to return boats to the launch area and secure and lock the boat after using it.
4. Staffed Welcome Center hours are 10 AM – 4PM Monday through Friday, 10 AM – 5PM Saturday and Sunday.
5. Equipment rental can be no later than 10:45 am Monday-Friday, 11:45 am Saturday and Sunday and all boats must be secured and locked and all Equipment must be returned to the Welcome Center 15 minutes prior to the Welcome Center closing.
6. Patrons can rent the Equipment for up to a 5-hour time frame; failure to return the Equipment within the 5-hour time frame may result in suspension of user privileges.
7. There shall be no use of drugs or alcohol when using the Equipment. The District reserves the right to refuse to rent the Equipment to anyone who appears to be under the influence of drugs or alcohol.
8. Equipment rental is on a first come first serve basis.
9. By renting the Equipment. Patrons acknowledge and agree that they are capable swimmers and are familiar with and know how to operate the Equipment. By renting the Equipment. Patrons acknowledge and agree that they are using the Equipment **AT THEIR OWN RISK**.
10. Personal Flotation Devices (PFD's or life vests) must be worn, ZIPPED UP, at ALL TIMES while in your kayak or canoe. NO EXCEPTIONS!
11. Patrons under the age of 18 years may not rent Equipment without an adult present and on the water with them at all times. Additionally, all children 13 years of age and under must be in a canoe or in a tandem kayak.
12. It is highly recommended that Patrons wear a hat, sunscreen and bug repellent and bring plenty of water.
13. Patrons shall be responsible for all of their personal items. Please be aware that there is a strong likelihood that any personal items used while on the water will get wet. The District is NOT responsible for damage to Patron's personal items.
14. Swimming from boats is dangerous and prohibited.
15. Capsizing of boats is prohibited.
16. Dogs cats and other animals, with the exception of service animals, are prohibited in any rented boats.
17. Weight limit for boat types available:
 - a. Kayak with 1 seat: **300-399 lb**
 - b. Kayak with 2 seats: **400-550 lb**
 - c. Canoe with 3 seats: **400-750 lb**

RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNIFICATION AGREEMENT

A. I have voluntarily chosen to participate In Six Mile Creek Community Development District ("District") paddle sport activity and represent that I am competent, skilled and experienced enough to participate In the UNGUIDED **KAYAKING** or CANOEING activity, despite the risks listed below.

B. I UNDERSTAND THE FOLLOWING:

1. THERE ARE INHERENT RISKS, DANGERS AND HAZARDS IN KAYAKING, CANOEING, AND RELATED ACTIVITIES, WHICH PRESENT THE RISK OF SERIOUS OR FATAL INJURY.
2. Paddle Sports, including kayaking and canoeing, are inherently hazardous and may expose me to dangers and hazards, including but not limited to: vessel collisions, submerged hazards, open water crossings, river or water currents; hostile or aggressive wildlife, inclement or dangerous weather conditions, lightning, natural hazards, such as falling trees or branches, rock or hill slides, drowning, death, total or partial paralysis, strains, falls, fractures, concussions, overexertion, overheating, illness, injuries from lack of fitness or conditioning, equipment failures, negligence of District, District staff or of others. As a result of these inherent risks, I may be injured or disabled or could die from resulting injuries and my personal property could be damaged or lost.
3. Risks and dangers may be caused by the negligence of District, its owners or staff, other third parties or myself, accidents, breaches of contract, forces of nature, misjudgments, terrain, weather, trail or paddle route location, water level, falling out of or drowning while in or out of a kayak/canoe or other causes whether foreseeable or unforeseeable.
4. Medical attention, emergency services or hospital facilities, or communications to the same, may be unavailable or limited. District has no obligation and expressly does not assume the obligation to provide medical care at any time and I am solely liable for payment for any medical care, and/or emergency or evacuation services provided for my benefit.

C. ASSUMPTION OF ALL INHERENT RISKS. I agree that I have read this entire agreement, and am aware of and freely assume any and all inherent risks, dangers and hazards, whether disclosed or undisclosed, foreseeable or unforeseeable, including but not limited to any harm, injury or loss to me or to my property as a result of my participation in or transportation to or from the paddle sport activity, whether or not such harm, injury or loss was caused in whole or in part by the negligence or other conduct of District, its staff, or any other person or third party, or me. I understand and agree that any and all District equipment that I use is at my own risk and is provided without warranty of its condition or suitability of dangers that may be encountered.

D. RELEASE OF LIABILITY. I specifically understand that I AM RELEASING, DISCHARGING AND WAIVING ANY AND ALL CLAIMS OR ACTION that I may have presently or in the future for the acts or other conduct, whether or not negligent, by District, its Board of Supervisors, its staff, or its contractors (the "Released Parties"), by me, or any other third party or person. Furthermore, it is my intention to release, exempt and relieve the Released Parties from any and all liability, causes of action, claims and demands that may arise in any way from any injury, death, loss, damage, or harm that may occur to me or to any other person or to any property regardless of any negligence on the Released Party's part, except to the extent of any of the Released Party's gross negligence, intentional or reckless misconduct or any other liabilities not permitted to be contractually excluded under Florida law. I agree to DEFEND, INDEMNIFY AND HOLD Released Parties HARMLESS from and against any and all claims, including claims for their or my negligence, as well as for any and all costs, claims, expenses or liabilities arising from my participation or conduct before, during or after kayaking or canoeing, including but not limited to attorneys' fees and court costs. I agree not to sue or make a claim against the Released Parties for

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IT AFFECTS YOUR LEGAL RIGHTS**

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death, injuries, loss, or harm that may occur before, during, or after the kayaking or canoeing activity.

E. Duty to Follow Rules & Pay for Damages. I agree to abide by all the rules and follow the guidelines that District's staff provided to me, whether or not we are on land or on water, or in or out of the equipment. Whenever I am on the water, I WILL AT ALL TIMES WEAR A LIFE VEST OR PERSONAL FLOTATION DEVICE. I agree that I will liable for and shall pay to District any and all cost for damage to District equipment arising from my misuse of the equipment or negligence.

F. Governing Law and Venue. This Agreement shall be construed according to Florida law and St. Johns County courts shall have exclusive jurisdiction. The prevailing party will be entitled to their attorneys' fees and costs.

G. Use of Image & Likeness. I understand that photos or videos may be taken of me while preparing for or engaging in the paddle sport activity. I knowingly WAIVE, to the fullest extent permitted by law, any and all rights of publicity or privacy and I pre-approve any of District's use of my likeness or name associated with such likeness, and grant to District, and its successors or assigns, unrestricted use, for any legal purpose, of such likeness to publish by any means and in any form or to copyright such likeness.

H. Binding on my Estate and Representatives. I voluntarily agree on behalf of my estate, heirs, representatives and assigns, that they will be obligated to adhere to, be bound by and enforce the terms of this agreement, including the release and indemnification terms, and they will waive, discharge, hold harmless, defend and indemnify the Released Parties from any and all claims or any cause of action, except to the extent not permitted to be contractually excluded under Florida law.

I. Severability & Entire Agreement. This is the entire agreement between the parties and cancels any prior agreements or understandings. If any term is determined invalid, illegal or unenforceable, the remaining terms shall be enforceable to the fullest extent permitted by law.

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I, the undersigned, have informed myself of the contents of this entire agreement, including the Assumption of Risk, Waiver and Release of Liability terms, and agree I have voluntarily signed.

Printed Name: _____ Date of Birth: ____ _
Address: _____ City: _____ State: ____ _
Zip Code: _____ Phone: _____
Emergency Contact Name: _____
Emergency Contact Phone: _____
Relationship of Emergency Contact: _____ Signature: _____

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THE FOLLOWING ONLY TO BE FILLED OUT BY PARENT/LEGAL GUARDIAN IF
ACCOMPANYING MINOR 18 OR UNDER

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In consideration of the minor child being permitted to participate in the kayaking or canoeing & related activity, I, as the parent/responsible adult of the minor, agree to all the Agreement's terms and RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES AND CLAIMS THAT MAY ARISE IN ANYWAY FROM INJURY, HARM, LOSS OR DEATH THAT MAY OCCUR TO MINOR, including but not limited to any claim arising from Released Parties' negligence, except to the extent of their gross negligence, intentional or wanton misconduct or any other liabilities not permitted to be contractually excluded under Florida law.

Printed Name of Legal Guardian: _____
Relationship to Minor: _____ Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____
Signature of Legal Guardian: _____ Date: _____