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# The Colony at Pelican Landing Foundation - Canoe/Kayak Sign-out Form

**Everyone using the Colony Canoe and Kayak Park MUST prepare this form even if you are not borrowing paddles and PFD vests ("equipment") and bring it to the Coconut Road main gatehouse. You will be required to leave your Colony ID card or Pelican Landing guest pass at the Gate House while using the vessels and/or equipment.**

User NAME: _____ DATE:_____

Colony Owner Name/Address: _____

User Email Address: _____

User Mobile Phone Number: _____

Emergency Contact Phone Number: _____

Number of Canoes: _____ Number of Single Kayaks: _____

Number of Double Kayaks: _____ Number of Paddles: _____

Number of PFDs: _____

- User acknowledges the vessel has not been sanitized and that they may sanitize the vessel they choose before and after use. The Foundation is not responsible to regularly sanitize canoes of kayaks.
- There is no monitoring of use, you should notify someone that you are out on the water and they should monitor your return.
- Take a mobile phone with you.
- The sport is inherently dangerous and your use is at YOUR OWN RISK.
- Consult with your health care provider to determine if this activity is recommended or appropriate.
- By using the canoes or kayaks you agree to accept all the rules, regulations and waiver of liability outlined below.
- Upon meeting these requirements, you may utilize the vessels in the Colony Canoe & Kayak Park. **By submitting this form a resident, family member or authorized guest (herein after "undersigned") of The Colony at Pelican Landing Foundation ("Foundation"), understands and agrees with the following:**

1. The Foundation hereby grants to the undersigned the right to use The Colony canoes and/or kayaks for the date indicated, for the exclusive use of the undersigned and the undersigned's family and authorized guests. The undersigned agrees to use the canoe/kayak for the exclusive purpose of canoeing/kayaking/fishing out of The Canoe and Kayak Park at The Colony at Pelican Landing, and agrees not to remove the canoe/kayak. Children under the age

of sixteen (16) may not use the canoe/kayak park without adult supervision. The undersigned is 18 years of age or older.

2. The Foundation shall charge no fee for the use of the canoe/kayak vessel or equipment; however, the Foundation has the right to charge for damages in the event they occur.
3. The undersigned understands that the vessel and equipment may be obtained no earlier than 30 minutes prior to sunrise. **Use shall be limited to five (5) hours.** Upon completion of use you must return all equipment promptly to the Coconut Road gate house and retrieve your ID. Although we are not monitoring use failure to return could result in an emergency call to 911 and significant financial costs. All use and return must be completed no later than 30 minutes after sunset.
4. The undersigned acknowledges and agrees that the Foundation may refuse permission to use the canoe/kayak and/or may revoke permission to use the canoe/kayak at any time in its sole and arbitrary discretion. In the event of revocation, the undersigned agrees to promptly return canoe/kayak to the Colony Canoe & Kayak Park and equipment to the Coconut Road gatehouse.
5. The undersigned understands that the rights granted herein are private and the undersigned agrees not to transfer or otherwise assign the use of the canoe/kayak to any party, except the undersigned's family members and authorized guests.
6. The undersigned agrees that he/she is solely responsible for the actions and behavior of his/her family members and authorized guests who are authorized by the undersigned to use the canoe/kayak and the Foundation shall have no liability whatsoever with respect thereto.
7. The undersigned agrees that he/she is solely responsible for the security and safety of the canoe/kayak and the contents thereof while it is in the possession of the undersigned or the undersigned's authorized family members/guests, or while it is being used by any of them. The Foundation assumes no responsibility whatsoever for the security of the canoe/kayak or any equipment or articles therein, or the sanitation of any of the foregoing, while it is in the undersigned's possession or in the possession of the undersigned's authorized family/guests or is being used by any of them. The undersigned agrees to pay the Foundation for any loss or damages to the canoe/kayak or equipment while in the possession of the undersigned or authorized family members/guests, or while being used by any of them. **ANYONE FOUND TO HAVE DRAGGED A KAYAK OR CANOE RESULTING IN DAMAGE TO THE VESSEL WILL BE CHARGED A MINIMUM OF $100 FOR REPAIRS. ANY EQUIPMENT NOT RETURNED WILL BE CHARGED AS FOLLOWS: KEY $75, PFD (LIFE JACKET) $150, AND PADDLE $200.**
8. The undersigned acknowledges that canoeing/kayaking is a potentially hazardous activity and agrees that the use and operation of the canoe/kayak is within his/her sole responsibility and at his/her own risk.
9. The undersigned acknowledges that any cost associated with Search & Rescue or Emergency Services will be the sole responsibility of the undersigned. The Foundation shall not be liable for personal injury, loss of life and/or property damage to the canoe/kayak, equipment or the contents thereof resulting from the use or operation of the canoe/kayak by the undersigned or his/her family members/guests. The undersigned also agrees he/she is solely responsible for injury or damage to third parties and their property. The undersigned himself/herself, heirs, and assigns, hereby releases and agrees to indemnify and hold harmless The Colony at

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Pelican Landing Foundation, Inc. and their affiliates, successors, assigns, third party providers, their Directors, employees and agents, against all loss, cost or damage of any nature arising from the rights granted herein, including, but not limited to, any and all personal injury, loss of life and/or property damage of any nature whatsoever resulting from the use and operation of the canoe/kayak. The indemnification provided herein shall include all costs, expenses and reasonable attorneys' fees, including appellate attorneys' fees, incurred by The Foundation in the defense of any action based on the foregoing.

10. No vehicular or trailer parking is permitted overnight in the Canoe/Kayak park. Parking is only permitted during hours of operation. Privacy Officers have been authorized to call the tow company per local regulations. The Canoe/Kayak Park and parking lot are designated no smoking areas.
11. No jet skis or motorized vessels of any kind are allowed in the Canoe/Kayak Park.
12. All boaters/paddlers must wear appropriate US Coast Guard approved personal flotation devices (PFD). All persons using private personal water craft are responsible for providing their own PFD.
13. It is not recommended that anyone canoe/kayak alone. It is important to let someone know your travel plans and exchange contact numbers.
14. User represents that he/she is capable of safely operating and handling the Canoe/Kayak equipment. User represents that he/she has adequate skills, knowledge, and expertise to safely complete the planned activities and those adequate preparations have been made to ensure safe completion of trip.
15. User shall obey all state, federal and local boating regulations, laws, ordinance, and lawful directives from appropriate emergency or law enforcement personnel, while operating canoes and kayaks. User is solely responsible for any citation or violation occurring during the use of, or as a result of using canoes, kayaks, or equipment from the Foundation.

**I acknowledge that I have read the Canoe/Kayak Rental Form above.**

Date: _____

Name:_____

Signature:_____

**To Be Completed by the Gate Attendant:**

**Check Out Time: _____ Check In Time: _____ Date: _____**

**Guard Name: (Check Out) _____**

**Guard Name: (Check In) _____**

**Paddle(s): _____ PFD(s): _____ Key: _____**