

Pelican Bay Foundation  
Revocable Canoe/Kayak Permit  
Consent to abide by Foundation Policies & Procedures



Canoer: \_\_\_\_\_ Member      Guest (Circle One)  
Member Name: \_\_\_\_\_ Member Number: \_\_\_\_\_  
Guest of: \_\_\_\_\_ Guest Pass#: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Secondary Number: \_\_\_\_\_

I, the undersigned, hereby enter into an agreement with the Pelican Bay Foundation Inc., hereafter referred to as "the Foundation" as follows:

- The Foundation hereby grants the undersigned a revocable boat permit to use the Foundation canoes/kayaks for the undersigned's personal use
- The undersigned agrees that all usage will be in accordance with the Pelican Bay Foundation's policies and procedures for canoe/kayak usage
- The undersigned agrees that the Foundation may revoke this permit at any time in its sole and arbitrary discretion upon written notice to the undersigned
- The undersigned understands that this right is not transferable to any other person, including the operation of the canoe/kayak
- The undersigned agrees to be solely responsible for any damage or loss to the canoe/kayak or to any of its equipment or issue equipment excepting normal wear and tear

The undersigned acknowledges that canoeing/kayaking is potentially hazardous and agrees that the use and operation of the vessel is within his/her sole responsibility and his/her own risk. The Foundation shall not be liable for personal injury, loss of life or property damage due to collision, acts of God (windstorm and hurricane). The undersigned, their families, invitees and heirs hereby release and agree to hold harmless, the Foundation, its affiliates, successors, assigns, its 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. The indemnification shall include all costs, expenses, and reasonable attorney fees, including appellate attorney fees incurred by the Foundation in the defense of any action based on the foregoing. The undersigned's obligations under this paragraph shall survive the revocation or termination of this permit.

IN WITNESS WHEREOF, we have executed this revocable canoe/kayak permit and agreement subject to the terms and conditions stated herein on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Number of Canoes/Kayaks assigned: \_\_\_\_\_ Time: \_\_\_\_\_

By signing this waiver, you will be held responsible for docking canoe(s) and returning all equipment to Station #6 by the established times posted.

Accepted and Agreed:

The Member/Canoer/Kayaker:

For the Foundation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature