

**GENERAL RELEASE AND WAIVER OF LIABILITY AGREEMENT
GILCHRIST COUNTY, FLORIDA**

IN CONSIDERATION of the opportunity afforded to me to participate in certain recreational activities, including but not limited to springs and/or cave diving with SCUBA gear, or other underwater apparatus, and other aquatic and recreational activities (collectively, hereafter, the ACTIVITIES), such opportunity afforded to me at my specific request in the springs and waters located on or around Hart Springs County Park, owned and operated by Gilchrist County, Florida (hereafter referred to as HART SPRINGS PARK); and in recognition of the possible dangers to which I may voluntarily subject myself in participating in any of the ACTIVITIES:

I, the undersigned, _____,
(CLEARLY PRINT FULL LEGAL NAME)

being over the AGE OF EIGHTEEN (18) YEARS, HEREBY AGREE TO:

1. Knowingly, freely and voluntarily, for myself, my heirs, personal representatives and assigns, WAIVE any and all claims, demands, causes of action, suits in equity of whatever kind or nature, arising as a result of my participation in any Activities, on or around Hart Springs Park, or on such real property itself, from which any liability may or could accrue to Gilchrist County, Florida, the Gilchrist County Board of County Commissioners, or any employee of Gilchrist County, Florida, operating in his or her official capacity (hereinafter RELEASED PARTIES).
2. ASSUME any and all risks of injury to myself, including death by drowning or other accident, and to my property, whether such risks are inherent to the ACTIVITIES or not, while present at or around the HART SPRINGS PARK.
3. For myself and my heirs, personal representative, or assigns, from the date of this Agreement, and forever hereafter, hold the RELEASED PARTIES harmless and blameless for any injury or death to myself, including death occasioned by my participation in any ACTIVITIES on or around HART SPRINGS PARK, or my presence on or around HART SPRINGS PARK, whether or not such injury is resulting by or through the negligence of any of the Released Parties.
4. Should I, my heirs, personal representatives or assigns, institute any action against any of the Released Parties arising out of any injury to me or my property, as a result of my participation in the Activities on or around HART SPRINGS PARK, or as a result of my presence on or around HART SPRINGS PARK, then and in that event, I for myself and my heirs, legal representatives and assigns, HEREBY AGREE to pay all costs of such action, including attorneys fees incurred by the Released Parties.
5. For myself and my heirs, personal representatives, spouses, descendants, or assigns. I hereby agree not to sue or bring any claim, demand, causes of action (judicial or quasi-judicial), suits in equity of whatever kind or nature, directly or indirectly, against any of the Released Parties relating to or arising out of any of the Activities described in this Agreement.
6. I understand that but for this Agreement, the Released Parties would not permit me or any guests to utilize Hart Springs Park for the Activities described in this Agreement.

Initials _____

ACKNOWLEDGED AND AGREED:

WITNESS my hand, Seal This Date: _____

Diver Signature

Witness Signature

Printed Witness Name

Diver Address Witness Address:

Street Address or P.O. Box Number

Street Address or P.O. Box Number

City, State, Zip

City, State, Zip

Diver Phone Number with Area Code

(Guide's initials here.)

Hart Springs Guest Diver Statement of Understanding and Acknowledgement of Rules and Responsibilities has been completed by the Guest Diver listed above.

(Guide's initials here.)

Guest Diver's credentials checked and confirmed by Guide.

NOTE TO GUIDE: Please attach Statement of Understanding/Acknowledgement of Rules & Responsibilities and Guest Diver Credentials Confirmation form to this Release and Waiver.