



APPENDIX A 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 the 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 the 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 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 the PARK, or my presence on or around the 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 the PARK, or as a result of my presence on or around the 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 the PARK for the Activities described in this Agreement.

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.)

Gilchrist County Diving Program Diver Statement of Understanding and Acknowledgment of Rules and Responsibilities has been completed by the Guest Diver listed above.

Guide.
(Guide's initials here.)

Guest Diver's credentials checked and confirmed by Diving

Diving Guide: Please attach Statement of Understanding/Acknowledgment of Rules & Responsibilities and Guest Diver Credentials Confirmation form to this Release and Waiver.

APPENDIX B

**GILCHRIST COUNTY DIVE PROGRAM
GUEST DIVER STATEMENT OF UNDERSTANDING &
ACKNOWLEDGMENT OF RULES AND RESPONSIBILITIES**

I, _____ have reviewed the following procedures and rules, I understand them, and I agree to abide by them:

Guest Diver Initials:

- _____ 1. I have honestly and properly represented my credentials as reviewed by the following Diving Guide or Park Staff: _____.
- _____ 2. I will follow all Gilchrist County Diving Program rules, and instructions of the Diving Guide and Park Staff. I will notify the Diving Guide or Park Staff if I observe unauthorized diving activity.
- _____ 3. I will remain within the direct supervision and control of the Diving Guide during all in-water activities. I understand that all divers will enter and leave the cave together, with the exception of in-water decompression.
- _____ 4. I understand that Diving Guides and Park Staff reserve the right to deny access to individuals or terminate dive activities as needed; Diving Guides and Park Staff shall have final judgment and discretion. I also understand that I have the right to terminate any dive at any time.
- _____ 5. I will not re-enter or stay on at Hart Springs Park for the purposes of SCUBA diving after such activities with a Diving Guide have ended.
- _____ 6. I will not engage in any type of collecting, or cause any intentional damage to the cave.
- _____ 7. I will park and access the dive entry site as directed. I will display the appropriate activity tag or device on vehicle during all diving activities.
- _____ 8. I understand that no DPV use or diver training activities are to take place in Hart Springs Park.

Guest Diver Name: _____ Date: _____

Signature: _____

APPENDIX C

GUEST DIVER CREDENTIALS CONFIRMATION

The following items have been reviewed and approved by the Diving Guide or Park Staff for participation of the Guest Diver identified above:

Diving Guide's Initials:

- _____ 1. Cave Diver Rating ("Full" Cave) or higher; list agency: _____
- _____ 2. DAN insurance or equivalent.
- _____ 3. Cave diving 100+ cave dives experience; confirmed with:
_____ Logbook _____ Abe Davis/Wakulla/equivalent Award _____ Personal
Knowledge
- _____ 4. Waiver and Release of Liability completed (guests and guides).
- _____ 5. Park diving entry fee paid.

Diving Guide or Park Staff:

Name: _____ Date: _____

Signature: _____

APPENDIX D

EMERGENCY PROCEDURES and CONTACTS LIST

1. For all emergencies dial 911 first.
2. DAN: 919-684-9111.
3. Hart Springs: 352-463-3444.
4. Hart Springs Park Manager, Bryan Freeman: County Mobile: 352-318-3120; Personal Mobile: 352-359-1012
5. International Underwater Cave Rescue Recovery (IUCRR) Contacts List:
 - Lamar Hires, DiveRite: 386-752-1089; Mobile: 386-984-9844; Home: 386-755-5913.
 - Beth Braun, Surface Operations Manager; Mobile: 352-317-6412; Home: 386-454-0370.
 - Orie Braun, Halcyon: 386-454-0811; Mobile: 386-451-1601; Home: 386-454-0370.
 - Jon Bernot, Cave Country Dive Shop; Mobile: 352-871-0141; Work: 386-454-4444.
 - Ken Sallot; Mobile: 352-870-5367.