



General Release and Waiver of Liability Agreement for Hart Springs Diving Program
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 aquatic and recreational activities (collectively, hereafter, the ACTIVITIES), such opportunity afforded to me at my specific request in the springs and water located on or around Hart Springs County Park, owned and operated by Gilchrist County, Florida (hereafter referred to as HART SPRING PARK); and in recognition of 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 and 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 (hereafter 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 or thought 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 in injury to me or my property, as a result of my participation in the in the ACTIVITIES on or around HART SPRINGS PARK, or as a result of my presence on or around HART SPRINGS PARK, then in that event, I for myself and my heirs, legal representatives and assigns, HEREBY AGREE to pay all costa 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, cause 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 quest to utilize Hart Springs Park for Activities described in this Agreement.

ACKNOWLEDGED AND AGREED:

WITNESS my hand, Seal this Date: _____

Diver Signature

Witness Signature

Divers Phone Number

Printed Witness Name

Divers Street Address

Witness Street Address

City, State, Zip code

City, State, Zip code

Hart Springs Guest Diver Statement of understanding and Acknowledgement of Rules and (Guide's Initials) Responsibilities has been completed by the Guest Diver listed above.

Guest Diver's credentials checked and confirmed by guide.

(Guide's Initials)

Guide: Please attach Statement of Understanding/Acknowledgement of Rules and Responsibilities and Guest Divers Credentials Confirmation Form to this Release and Waiver.