

Ginnie Springs Release and Waiver of Liability Agreement For Minor Children Under the Age of Eighteen (18)

In consideration of the opportunity afforded to (my) (our) child to participate in actual springs and cave diving, with **scuba** gear, or other underwater apparatus, such opportunity afforded to him or her at (my) (our) specific request, in the springs located on the following described real property in **Gilchrist County, Florida**, to wit:

Section **thirty-four (34)**, Township **seven (7)** South, Range **Sixteen (16)** East, including, but not limited to, Ginnie Springs, Devil's Eye, owned by **Barbara Wray Suggs, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, and the facilities located thereon being operated by **Ginnie Springs Outdoors, LLC**, a Florida Limited Liability Company; and in recognition of the possible dangers to which (my) (our) child voluntarily subjects himself or herself in participating in springs and cave diving, with **scuba** gear, or other underwater apparatus,

We, _____ and _____

**PRINT PARENT(S)/GUARDIAN(S)
FULL LEGAL NAME(S) CLEARLY HERE**

**PRINT CHILD'S FULL LEGAL
NAME CLEARLY HERE**

the undersigned, being the parent(s) or guardian(s) of _____
an unmarried child under the age of eighteen (18) years, **hereby agree as follows:**

1. Knowingly, freely and voluntarily, for (myself) (ourselves), (my) (our) heirs, personal representatives and assigns, **waive** any claim, right or cause of action, of any kind whatsoever, arising as a result of (my) (our) child's participation in springs and cave diving, with **scuba** gear, or any other underwater apparatus, or activity, in any and all springs or waters located on or adjacent to, said described real property, from which any liability may or could accrue to **Barbara Wray Suggs, Mark D. Wray, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, or **Ginnie Springs Outdoors, LLC**, their representatives, officers, directors, employees, and/or agents;
2. Assume all risks of injury to (my) (our) child, including death by drowning or other accident, and to his or her property, while participating in or around springs and cave diving, or in any activities incidental thereto;
3. Assume all risks of injury to (my) (our) child, and to his or her property, while present at springs and cave diving activities;
4. For (myself) (ourselves) and (my) (our) heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the said **Barbara Wray Suggs, Mark D. Wray, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, and **Ginnie Springs Outdoors, LLC**, harmless and blameless for any injury or death to (my) (our) child, including death occasioned by (my) (our) children's participation in or around, or presence at, springs and/or cave diving activities, whether resulting by or through the negligence of **Barbara Wray Suggs, Mark D. Wray, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, or **Ginnie Springs Outdoors, LLC**, their representatives, officers, directors, employees, and/or agents. Should (I) (we), (my) (our) heirs, personal representatives or assigns, institute any action against either **Barbara Wray Suggs, Mark D. Wray, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, or **Ginnie Springs Outdoors, LLC**, arising out of injury to (my) (our) child or his or her property, as a result of springs and/or cave diving, or incidental activity, then and in that event, (I) (we) for (myself) (ourselves) and (my) (our) heirs, legal representatives and assigns, **hereby agree** to pay all costs of such action, including attorneys fees incurred by them.
5. For (myself) (ourselves) and (my) (our) heirs, personal representatives, spouses, descendents, or assigns, I hereby agree not to sue or bring any judicial action, directly or indirectly, against **Barbara Wray Suggs, Mark D. Wray, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, or **Ginnie Springs Outdoors, LLC**, their representatives, officers, directors, employees and/or agents relating to or arising out of the activities described in this agreement.
6. But for this Agreement, **Barbara Wray Suggs, Mark D. Wray, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, or **Ginnie Springs Outdoors, LLC**, their representatives, officers, directors, employees and/or agents, would not permit the undersigned (my) (our) child, or guests to utilize the **Ginnie Springs Outdoors, LLC**, premises or facilities and **Barbara Wray Suggs, Mark D. Wray, Barbara Wray Suggs as the Trustee of the Barbara Wray Suggs Declaration of Living Trust** and **Barbara Wray Suggs as the Trustee of The Barbara Wray Suggs Spring Land Trust, LLC**, or **Ginnie Springs Outdoors, LLC**, their representatives, officers, directors, employees and/or agents' facilities, land, water or other rights and property.

Witness my hand, Seal This Date, _____
Month/Day/Year

Parent/Guardian Signature

Witness Signature

Parent/Guardian Street Address or PO Box Number (Please Print Clearly)

Witness Name (Please Print Clearly)

City/State or Province/Zip or Postal Code/Country (Please Print Clearly)

Witness Street Address or PO Box Number (Please Print Clearly)

Phone Number, with Area Code (Please Print Clearly)

City/State or Province/Zip or Postal Code/Country (Please Print Clearly)

Certifying Agency: PADI NAUI SSI Other: _____
 NSS-CDS NACD GUE IANTD TDI

Note: Instructors must witness student waivers

Training Level: Open Water Advanced Rescue/Divemaster Open Water Instructor
 Cavern Intro-to-Cave Apprentice (Full) Cave Cave Instructor

Certification Number: _____ Student?

STAFF INITIALS