

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

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

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

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 **WRAY SPRING LAND TRUST, LLC, GINNIE SPRINGS OUTDOORS, LLC, MARK D. WRAY, or the MARK D. WRAY LIVING TRUST, or any their respective members, managers, trustees, officers, directors, employees, agents, beneficiaries, successors or assigns (individually a "Released Party" and collectively the "Released Parties")**.
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 **Released Parties** 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 any **Released Party**. Should I (we), (my) (our) heirs, personal representatives or assigns, institute any action against any **Released Party** 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, descendants, or assigns, I hereby agree not to sue or bring any judicial action, directly or indirectly, against the **Released Parties** relating to or arising out of the activities described in this agreement.
6. But for this Agreement, the **Released Parties** would not permit the undersigned (my) (our) child, or guests to utilize the facilities, land, water or other rights and property of the **Released Parties**.

Witness my hand and 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

Certification Level:
 Open Water Cavern Intro-to-Cave Cave 1
 Apprentice

STAFF INITIALS

Instructor Rating:
 O/W Instructor Cavern Instructor Intro Cave Instructor Cave 1 Instructor (Full) Cave Instructor

Certification Number: _____ Student? October 2019 Supersedes all prior

Ginnie Springs Statement of Understanding for Diving

Place your initials in each of the boxes appearing below to indicate that you have read, understand and agree to follow the corresponding rules

PRINT YOUR FULL LEGAL NAME CLEARLY HERE

I, _____ agree that, in return for being allowed to dive the springs, runs and rivers on and adjacent to the Ginnie Springs property, **I will abide by the following rules:**

Diver

Parent/Guardian

I understand that I am expected to follow all prevailing standard safe-diving practices for divers of my level of training and certification, as described by the major training agencies. I understand that to use compressed air or other breathing media, anywhere on or adjacent to the Ginnie Springs property, I must either be **certified to dive** by a major, recognized training organization, or **be under the direct supervision of a certified instructor**. I further understand that **I may not and will not attempt to teach friends, family members or others to dive** unless I am an insured instructor, in current teaching status, with a major, recognized training organization.

Diver

Parent/Guardian

I understand that, as a certified diver, I may enter the Ginnie Springs cavern and, if desired, use an underwater light there. I understand, however, that in so doing:

- I may not and will not **enter the cavern with less than the equivalent of 50 cubic feet of breathing gas in my cylinder(s)** (roughly 2,000 psi in an 80 ft³ cylinder).
- I must and will **exit the cavern** as soon as I have used one third of the breathing gas supply I had when I first entered the cavern.
- Under no circumstances may I or will I be in the Ginnie Springs cavern with **less than 40 cubic feet of breathing gas** (roughly 1,500 psi in an 80 ft³ cylinder).

I further understand that if I am a student participating in any level of training, other than Cavern Diver or Cave Diver, **I may not and will not enter the Ginnie Springs cavern**, nor dive anywhere else on or adjacent to the Ginnie Springs property where I cannot make a direct, uninterrupted ascent to the surface.

Diver

Parent/Guardian

I understand that, unless I am a fully certified Cavern or Cave Diver, who has been trained to standards equivalent to those of the NSS-CDS and NACD (or a student who is undergoing such training), **I may not and will not enter the water at Devil's Eye, Devil's Ear or Devil Spring with any form of underwater light**, including video lights and camera strobe modeling lights. I understand that **I may not and will not have such a light in my possession** while in the water at or near these sites. I further understand that **I may not and will not follow the lights of certified Cavern or Cave Divers** into the caverns and caves at Devil's Eye, Devil's Ear or Devil Spring.

Diver

Parent/Guardian

Finally, I understand that **carving, breaking off or defacing any natural rock formation** in the water on or immediately adjacent to the Ginnie Springs property is **expressly prohibited**.

I understand and agree that violation of these or any other Ginnie Spring rules can result in my immediate expulsion from the Ginnie Springs property, without refund.

Diver Signature

Month/Day/Year

Parent/ Guardian Signature

Month/Day/Year