

General Release and Waiver of Liability Agreement

Ginnie Springs Outdoors, LLC

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, the "Activities"), such opportunity afforded to me at my specific request, in the springs and waters located on or around 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 (all such springs, waters, facilities, real properties and other properties shall be collectively referred to hereinafter as the "Property"); and in recognition of the possible dangers to which I may voluntarily subject myself in participating in any of the Activities:

I, the undersigned, _____
being over the **AGE OF EIGHTEEN (18)** years, **HEREBY AGREE TO:**

PRINT YOUR FULL LEGAL NAME CLEARLY HERE

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 Property, or on such Real Property itself, from which any liability may or could accrue to any of **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 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 Property, or while participating in any Activities or any activity incidental to the Activities on or around the Property;
3. For myself and my heirs, personal representatives, 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 Property, or my presence on or around the Property, whether or not such injury is resulting by or through the negligence of any of the Released Parties. 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 Property, or as a result of my presence on or around the Property, 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.
4. 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.
5. I understand that but for this Agreement, the Released Parties would not permit me or any guests to utilize the **GINNIE SPRINGS OUTDOORS, LLC** premises or facilities or to participate in any Activities on or around the Property or any real property, premises, facilities, land, water or other property owned by any of the Released Parties.

ACKNOWLEDGED AND AGREED:

Witness my hand and seal this date _____
Month/Day/Year

Diver Signature

Witness Signature

Diver 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
 (Full) Cave Cave 2 Cave DPV Cave CCR

STAFF INITIALS

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

Certification Number: _____ Student? October 2018 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:**

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.

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 through 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.

I understand that, unless I am a fully certified Cavern through Cave Diver, who has been trained to the level of training and certification, as described by the major training agencies (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.

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 that there are inherent risks involved in outdoor activities; risks which may not be visible or foreseeable including dangerous, unpredictable and changeable weather, lightning, thunder, bee hives, falling limbs and trees, shallow waters, rocks, hard fallen timber, snakes and other wild animals and other natural hazards and dangers. I understand too that consumption of alcohol may impair my judgment and reduce my ability to effectively manage the risks of swimming, camping and other water and land activities. **In consideration** of the opportunity to participate in outdoor recreational activities, including, but not limited to, hiking, camping, swimming, diving, snorkeling, and other recreational activities (the "Activities"), at or near the Ginnie Springs recreation facility (the "Property")

Finally, I agree: To waive all claims, demands, suits of whatever kind or nature, arising as a result of my participation in any Activities on or around the 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 of their respective members, managers, trustees, officers, directors, employees, agents, beneficiaries, successors or assigns (individually a "Released Party" and collectively the "Released Parties"). **To hold the Released Parties harmless and blameless** for any, loss or damage to property or for any injury or death on or around the Property, whether or not resulting from the negligence of any of the Released Parties. Not to sue or bring any claim against any of the Released Parties relating to or arising out of any of the Activities or my presence on the Property.

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

Diver Signature

Month/Day/Year