

# 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 **BARBARA WRAY SUGGS** and **BARBARA WRAY SUGGS AS THE TRUSTEE OF THE BARBARA WRAY SUGGS DECLARATION OF LIVING TRUST**, 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 **BARBARA WRAY SUGGS, MARK D. WRAY** or **BARBARA WRAY SUGGS AS THE TRUSTEE OF THE BARBARA WRAY SUGGS DECLARATION OF LIVING TRUST, GINNIE SPRINGS OUTDOORS, LLC**, or any of their representatives, officers, directors, employees and/or agents (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.
6. 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, 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  Advanced  Rescue/Divemaster  
 Cavern  Intro-to-Cave  Apprentice  (Full) Cave  DPV  
 O/W Instructor  Cavern Instructor  Intro Cave Instructor  (Full) Cave Instructor

**Certification**

**Number:** \_\_\_\_\_  Student?

13 JAN 03: Supersedes all Prior

STAFF INITIALS

# 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 ft<sup>3</sup> 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 ft<sup>3</sup> 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.

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.

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