

**GENERAL RELEASE AND WAIVER OF LIABILITY AND
ASSUMPTION OF RISKS AGREEMENT**

IN CONSIDERATION of being allowed to participate in certain recreational activities including but not limited to cave and technical diving with SCUBA gear, or other underwater apparatus (collectively, the "Activities"), such opportunity afforded to me at my specific request, in the spring cave waters known as Camp Indian Springs located on the real property located off Bloxham Cutoff, Crawfordville , Wakulla County, Florida, known as YMCA Camp Indian Springs (all such springs, caves, waters, facilities, real properties and other properties shall be collectively referred to hereinafter as the "Property"); and in recognition of the possible dangers (including death) 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 AS FOLLOWS:**

1. I have read and agreed to each and every Statement of Understanding as attached. I have knowingly freely and voluntarily signed the above mentioned Statement of Understanding.
2. I knowingly, freely and voluntarily assume any and all risks of injury to myself, including death by drowning or other accident, and loss or damage to my property, whether such risks are inherent to the Activities or not, while present at or around the Property, or while participating in the Activities or any activity incidental to the Activities on or around the Property;
3. It is my intention by this document to give up my right to sue and I knowingly, freely and voluntarily, for myself, my estate, my heirs, personal representatives and assigns, **WAIVE** any and all claims, demands, causes of action, suits in law and in equity of whatever kind or nature, arising as a result of my participation in any Activities, on or around the Property itself, from which any liability may or could accrue to any of the following persons or entities: **THE TALLAHASSEE YMCA, YMCA CAMP INDIAN SPRINGS, AND THE CAMP INDIAN SPRINGS GUIDES** or any of their family members, representatives, officers, directors, employees and/or agents (individually a "Released Party" and collectively the "Released Parties");
4. I understand and agree that the Released parties intend to free themselves from any and all liability, whether from their negligence, the negligence of others or otherwise. Accordingly, I hereby agree, for myself and my estate, my heirs, personal representatives and assigns, from the date of this Agreement, and forever hereafter, not to hold the Released Parties responsible for any injury or death to myself, 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 results from my participation in the Activities or otherwise, or whether or not such injury results from the negligence of any party, including the Released Parties, whether passive or active. I agree to hold the Released Parties harmless and blameless for any such injury or death. Should I, my estate, my heirs, personal representatives or assigns, institute any action against any of the Released Parties arising out of any injury to me (including death) 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 estate, my heirs, legal representatives and assigns, hereby agree to pay all costs of such action, including attorneys fees incurred by the Released Parties.
5. I hereby agree on behalf of myself, my estate and my heirs, personal representatives, spouses, descendants, and assigns, not to sue or bring any claim, demand, cause of action (judicial or quasi-judicial), suits in law or 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 or from my presence on or around the Property.
6. I intend for this to be, and understand that this is, a legally binding Agreement and that but for this Agreement, the Released Parties would not permit me or any guests to participate in the Activities on or around the Property or any real property, premises, facilities, land, water or other property owned by any of the Released Parties.

THE PROVISIONS PRINTED ON THE STATEMENT OF UNDERSTANDING FORM HEREOF ARE PART OF THIS AGREEMENT, INCORPORATED HEREIN BY REFERENCE.

Diver Certifying Agency: _____

Diver Certification Level: _____

Diver Certification Number: _____

ACKNOWLEDGED AND AGREED TO this _____ day of _____, 20____.

Diver Signature

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

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

Phone Number, with Area Code (Please Print Clearly)

Witness Signature

Witness Name (Please Print Clearly)

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

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