



Event Participation Release
 Florida Department of Environmental Protection
 Office of Greenways & Trails
 3900 Commonwealth Blvd., MS 795
 Tallahassee, Florida 32399-3000



IN CONSIDERATION of being given the opportunity to participate in the following activity described as _____ (“Activity”) on _____ (Date), I, for myself, my participating minor children, and our personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree and represent that I understand the nature of the Activity, both on water and land based, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.
2. FULLY UNDERSTAND that: (a.) THE ACTIVITY INVOLVES RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b.) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasees named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.
3. AGREE AND WARRANT that I will examine and inspect each part of the Activity in which I participate and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.
4. HEREBY RELEASE, discharge, and covenant not to sue the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, OFFICE OF GREENWAYS AND TRAILS, or the FLORIDA GREENWAYS AND TRAILS FOUNDATION, INC., their officers, employees, agents, contractors, and volunteers, other participating organizers of the Activity, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, my minor children or anyone on my or their behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney’s fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law.

I have read this release, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this release is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Printed Name of Participant: _____

Printed Name of Participant Minor Children: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Date:** _____

Participant’s Signature: _____

Department/Organization: _____