

GATOR WILDERNESS CAMP SCHOOL PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Gator Wilderness Camp School Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf, (hereinafter collectively referred to as "GWCS"), I hereby agree to release, indemnify, and discharge GWCS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that my participation in Wilderness Camping School Program and GWCS's activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the hazards of walking on uneven terrain; slips and falls; falling objects; water hazards; boat capsize and entrapment; tidal conditions, surf and currents; travel in remote areas; collision with objects or other watercraft; boats are slippery when wet and accidents can occur getting in or out; prolonged exposure to cold water, cold water shock, hypothermia, accidental drowning; pinches, bruises, abrasions, strains, cuts and lacerations; exhaustion; exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, the physical exertion associated with this activity; and the condition of roads, terrain or highways and accidents connected with their use; transmissible pathogen or disease; traveling to and from the location raises the possibility of any manner of transportation accidents.

Furthermore, GWCS personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless GWCS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of GWCS's equipment or facilities, **including any such claims which allege negligent acts or omissions of GWCS.**

4. Should GWCS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.

6. In the event that I file a lawsuit against GWCS, I agree to do so solely in the state of Florida, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void of unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against GWCS on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____