

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT
FOR BONE VALLEY ATV PARK**

ATTENTION: READ CAREFULLY, THIS AGREEMENT INCLUDES A WAIVER OF LEGAL RIGHTS AND A RELEASE OF LIABILITY, AN ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, AND DEPRIVES YOU OF THE RIGHT TO SUE POLK COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND OTHER PARTIES. DO NOT SIGN THIS AGREEMENT UNLESS YOU HAVE READ IT IN ITS ENTIRETY. SEEK THE ADVICE OF LEGAL COUNSEL IF YOU ARE UNSURE OF ITS CONSEQUENCES.

IN CONSIDERATION of Polk County, a political subdivision of the State of Florida, hereinafter “County”, who owns and operates the Bone Valley ATV Park, hereinafter referred to as “Park”, allowing me to participate in any activity which includes without limitation, riding all-terrain vehicles, motorcycles, or other forms of motorized and non-motorized equipment, camping, hiking, fishing, picnicking, nature study, sightseeing, equine, or spectator activities, herein after referred to as the “activities”, I, for myself, and on behalf of my spouse, children, parents, guardians, heirs, and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns of the same, do hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement, hereinafter referred to as “Agreement”:

- 1) I hereby represent that (i) I am in good health and in proper physical condition to participate in the activities in which the Park provides; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the activities; (iii) I have not been advised against participating in the activities by a health professional. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in activities.
- 2) I understand and acknowledge the physical and mental rigors associated with the activities in which the Park provides and realize that such activities are inherently dangerous and represent an extreme test of a person’s physical and mental limits. I understand that participation involves risks and dangers which include, without limitation, the potential for serious bodily injury, sickness, and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; accidents, contact or collision with other participants, spectators, vehicles or other natural or manmade objects; dangers arising from adverse weather conditions; imperfect ground conditions; water, road, and surface hazards; equipment failure, inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the released parties; and other undefined risks and dangers (collectively the “risks”) which may not be readily foreseeable or are presently unknown. I understand that these inherent Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of other participating in activities. I hereby expressly assume all such Risks, known or unknown, and responsibility for any damage, liabilities, losses, or expenses which I incur as a result of my participation in activities.
- 3) I agree to be familiar with and to abide by the Rules, Regulations, and laws established for the activities, which include without limitation the rules of operation and warning guidelines of equipment used in said activities, park rules and warnings, and local, state, and federal laws. I also accept sole responsibility for my own conduct and actions while participating in the activities, and the condition and adequacy of my equipment. I agree to complete and to cause any minor in my care to complete any training and/or safety course required by the County in order to participate in these activities and to provide proof of the completion of the required safety and/or training course.

- 4) I hereby Release, Waive, and Covenant Not to Sue, and further agree to Indemnify, Defend, and Hold Harmless the County, its officers, directors, agents, employees, representatives, and volunteers (individually and collectively the “Released Parties”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs, attorneys’ fees, costs and expenses) of any kind or nature whatsoever (collectively the “Liability”) which may rise out of, or relate to my participation in the activities. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liability which any may be incurred as a result of such claim.
- 5) I hereby warrant that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of child, my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement freely and voluntarily, without any inducement, assurance, or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions, and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements, or inducements have been made apart from this Agreement. My signature is relied on by the Released Parties for the engagement in activities at the Park. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions. This Agreement is intended to be as broad as Florida laws allow and with respect to a minor child, to comply with Fla. Stat. 744.301.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE WAIVED SUBSTANTIAL RIGHTS BY SIGNING THIS DOCUMENT, AND I HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT, COERCION, OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ANY AND ALL LIABILITY, AND AGREE THAT, IF ANY PORTION OF THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT IS HELD INVALID BY A COURT OF COMPETENT JURISDICTION, ANY PORTION NOT BEING HELD INVALID SHALL REMAIN IN FULL FORCE AND EFFECT.

THIS WAIVER OF LEGAL RIGHTS AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT IS IN EFFECT FROM THE DATE OF SIGNING AND IS CONTINUING IN NATURE FOR A PERIOD OF ONE YEAR.

Name of Participant (Print): _____ Age: _____ Date of Birth: ____/____/____

Name of Participant (Signature): _____ Date: ____/____/____

Contact Information: (Phone): _____

Address: _____

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT EVEN IF POLK COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, OR ASSIGNS, USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE POLK COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, OR ASSIGNS, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM. POLK COUNTY, ITS OFFICERS, EMPLOYEES, AGENTS, AND ASSIGNS HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

***I certify that I am the Natural Guardian (as defined in Section 744.301 Florida Statutes—see definition below) of the minor child subject to this Agreement, and that I am authorized to execute this release on behalf of minor child. I understand that I am affirming that I am the Natural Guardian of the minor child and such affirmation of being the Natural Guardian is being relied upon by Polk County, a political subdivision of the State of Florida, in allowing the minor child to participate in the activity.**

I, on behalf of my child/ward, have read the foregoing Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement and agree that the statements contained therein apply to the minor child/ward on whose behalf I am executing this document. I, on behalf of my child/ward, fully understand its terms, and understand that I, on behalf of my child/ward, have waived substantial rights by signing this document, and I have signed it freely and without inducement, coercion, or assurance of any nature, and intend it to be a complete and unconditional release of any and all liability, and agree that, if any portion of this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement is held invalid by a court of competent jurisdiction, any portion not being held invalid shall remain in full force and effect.

PLEASE SIGN AND PRINT YOUR NAME LEGIBLY OR IT MAY NOT BE ACCEPTED.

Signature of Natural Guardian

Printed Name of Natural Guardian

Printed Name of Minor Participant

Address of Minor Participant

Minor's Contact Phone Number

****744.301 (1) Florida Statutes defines "Natural Guardian" as:** "The parents jointly are the natural guardians of their own children and of their adopted children, during minority. If one parent dies, the surviving parent remains the sole natural guardian even if he or she remarries. If the marriage between the parents is dissolved, the natural guardianship belongs to the parent to whom sole parental responsibility has been granted, or if the parents have been granted shared parental responsibility, both continue as natural guardians. If the marriage is dissolved and neither parent is given parental responsibility for the child, neither may act as natural guardian of the child. The mother of a child born out of wedlock is the natural guardian of the child and is entitled to primary residential care and custody of the child unless the court enters an order stating otherwise."*

Minor's *Legal* Guardian if not the *Natural* Guardian:

Signature of Legal Guardian

Printed Name of Legal Guardian

Printed Name of Minor Participant

Address of Minor Participant

Minor's Contact Phone Number