

DARK HAMMOCK PRESERVE, LLC

ASSUMPTION OF RISK, WAIVER OF LIABILITY, RELEASE & INDEMNITY AGREEMENT

In consideration of the services of Dark Hammock Preserve, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "DHP"), I hereby agree to release, indemnify, and discharge DHP, 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 camping, hiking, hunting, swimming, wading, the shooting range and use motorized recreational vehicle activities entails known and unanticipated risks that could result in physical or emotional injury, bodily injury, paralysis, downing, brain injury, 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 possibility of rough terrain; slips and falls; falling objects; water hazards; 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; musculoskeletal injuries including head, neck, and back injuries; accidents involving other recreation vehicles; collision with fixed or movable objects; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; the machine itself may fail; consumption of food or drink; equipment failure; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; the use and carrying of firearms; latent or apparent defects or conditions in equipment, whether or not supplied; participation may result in the undersigned or third parties being shot by a firearm; suffering hearing loss; eye injury or loss; inhalation or contact with airborne contaminants and or flying debris; the negligence of other visitors, participants, or other persons who may be present, including DHP. We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time. Visitor and visitor's parents(s)/guardian(s) acknowledge, understand and agree that all of the risks and dangers of participating in activities at DHP, including those caused by the negligence of visitor and visitor's parents(s)/guardian(s) and/or others, including DHP, are included within the waiver. In any event, if you or your child is injured, any medical assistance will be at your own expense.

Furthermore, DHP has difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. 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 DHP 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 DHP's equipment or facilities, including any such claims which allege negligent acts or omissions of DHP.

4. Should DHP 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 DHP, 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 or 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 DHP 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.

Signature of Participant _____

Print Name _____

Address _____

Phone _____ Date _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed for participants under the age of 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by DHP to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless DHP from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I further agree to supervise my Minor at all times while he/she participates in activities and use of equipment and facilities while at DHP.

Parent or Guardian Signature: -----
Print Name of Parent or Guardian: ----- Date: -----