



THE LEAGUE THAT YOU CAN WALK TO

**GENERAL
RELEASE AND WAIVER OF LIABILITY**

Pursuant to Florida Statute 744.301:

**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

Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Durbin Crossing CDD, Southaven CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2, Cimerrone CDD, Samara Lakes CDD, Shearwater CDD, Vesta Property Services

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

Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Durbin Crossing CDD, Southaven CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2, Cimerrone CDD, Samara Lakes CDD, Shearwater CDD, Vesta Property Service,

IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD 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, AND

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HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.



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I acknowledge and understand that participation in the Program has certain inherent risks, including, but not limited to, significant changes in the Participant's health, injury or even death to the Participant, and on behalf of the Participant, I agree to assume and accept sole responsibility for all risks related to participation in the Program, including, but not limited to, the risks mentioned above and/or damage to, loss or theft of property, or other loss or damage of any nature.

I acknowledge on behalf of Participant that the District recommends that the Participant consult a physician prior to engaging in the Program. I hereby certify that the Participant is physically and mentally capable of participating in the Program and that the Participant is not under any kind of medical treatment nor has any mental or physical condition that would prevent Participant from participating in the Program.

On behalf of Participant, I hereby indemnify, waive, release, hold harmless, and forever discharge the District and its present, former and future Supervisors, agents, officers, employees and staff, and its employees, agents and staff, and Vesta Property Services, Inc., and its employees and agents (collectively, the "Indemnitees"), of and from any and all claims, demands, expenses, debts, contracts, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to participation in the Program. I further agree to pay all expenses, including court costs and attorney fees, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit related to the Participant's participation in the Program. This waiver of liability does not apply to any act of gross negligence, or intentional, willful or wanton misconduct by the Indemnitees. However, I agree that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes.

This General Release and Waiver of Liability is binding upon myself, my spouse, heirs, executors, administrators, legal representatives, successors and assigns. This General Release and Waiver of Liability supersedes any prior written and/or oral agreements or representation made with respect to the subject matter contained herein. The provisions of the General Release and Waiver of Liability will continue in full force and effect even after the termination of the Program. The provisions of this General Release and Waiver of Liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District, and Vesta Property Services, Inc., altogether, and the party whose signature appears below. Nothing herein shall alter the Participant's rights or obligations under the Policies and Fees for the Amenity Facilities and/or related documents.



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If Participant is a minor child, I certify that I am the Participant's parent and/or legal guardian and that I am legally authorized to sign this General Release and Waiver of Liability on behalf of the Participant. **Further, in the event that I cannot be reached, I authorize and direct the Instructor to seek emergency treatment, as required, and to transport the Participant to the appropriate medical facility in the event that the urgent/emergency care is necessary. The medical facility and its medical staff have my authorization to provide any treatment that a physician deems necessary for the well being of the Participant. I understand that the resulting expenses will be my responsibility. I understand and acknowledge that the District and Vesta Property Services, Inc. are not responsible for providing such treatment or transportation and I hereby agree to hold the District, its supervisors, agents, officers and staff and Vesta Property Services, Inc., harmless for any acts or omissions related to emergency medical transportation and/or treatment resulting from myself or my child's participation in the Program. I further agree to pay all expenses, including court costs and attorney fees, incurred by the Indemnitees in investigating and/or defending a claim or lawsuit resulting from or related to the emergency medical transportation and/or treatment of the Participant. I am of lawful age and legally competent to sign this General Release and Waiver of Liability. I have read and understand the terms of this General Release and Waiver of Liability, and I have willingly signed it as my own free act.**

PHOTO RELEASE:

I give my permission to

Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Durbin Crossing CDD, Markland CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2

and Vesta Property Services to use, without limitation or obligation, photographs, film footage or tape recordings that may include my child's image or voice for purposes of promoting or interpreting

Bartram Springs CDD, Brandy Creek CDD, Celestina, Heritage Landing CDD, King and Bear, Aberdeen CDD, Durbin Crossing CDD, Southaven CDD, Trout Creek CDD, Rivers Edge 1 and Rivers Edge 2, Cimerrone CDD, Samara Lakes CDD, Shearwater CDD and Vesta Property Services programs.