

**GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS
ASSUMPTION OF RISKS, AND HOLD HARMLESS AGREEMENT
ORDWAY- SWISHER BIOLOGICAL STATION**

In consideration of being granted a non-exclusive license to enter upon, and engage in activities on, the property, I hereby agree as follows:

I, _____, for myself and my estate, heirs, administrators, executors, and assigns, hereby release, discharge and hold harmless the State of Florida, the State Board of Governors, the State Board of Education, the University of Florida Board of Trustees (the "University") and their officers, directors, employees, representatives, agents, and volunteers (collectively, the "Releasees"), for, from and against any and all liability and responsibility whatsoever, however caused, for any and all damages, claims, or causes of action that I, my estate, heirs, administrators, executors, or assigns may have for any loss, personal injury, death, or property damage arising out of, connected with, or in any manner pertaining to my activities on the property, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or otherwise.

I fully understand that there are potential risks and hazards associated with entering on and engaging in activities on the property, including, but not limited to, possible injury or loss of life. I further understand that this is undeveloped property upon which dangerous animals may be present and I may be interacting with, or coming into contact with, persons that are not associated with or under the control or supervision of the Releasees. Despite the potential risks and hazards associated with my activities on the property, I wish to proceed, and freely accept and assume all risks and hazards that may arise from my activities on the property, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise. I acknowledge that my activities on the property are purely optional, that I requested this license, and that I am freely and voluntarily participating in the activities.

I agree to comply with all laws, orders and regulations of any governmental authorities having jurisdiction over the subject property, including, without limitation, any law, statute, rule, regulation, ordinance, code, or policy now or hereafter in effect relating to endangered species, game management, the environment, health, safety. I further agree to comply with any rules that the University may impose regarding my activities on the property, including but not limited to, notifying the University when I will be present on the property. Further, I agree to take all reasonable steps to protect the subject property from any damage other than ordinary wear and tear caused by my activities thereon.

Lastly, I agree to defend, indemnify, and hold harmless the Releasees from any judgment, settlement, loss, liability, damage, or costs, including court costs and attorney fees for both the trial and appellate levels, that Releasees may incur as a proximate result of any negligent or deliberate act or omission on my part during my activities on the property.

In signing this agreement, I acknowledge and represent that I have read and understand it; that I sign it voluntarily and for full and adequate consideration, fully intending to be bound by the same; and that I am at least eighteen (18) years of age and fully competent.

I HAVE READ THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY IT.

NAME (PRINTED) _____

SIGNATURE _____

DATE _____

WITNESS (PRINTED) _____

WITNESS SIGNATURE _____

DATE _____