

**NOTICE OF AGRITOURISM OPERATOR F.S. 570.86 (2)
AND
WAIVER, RELEASE OF LIABILITY AND
ASSUMPTION OF RISK
ENTER AT YOUR OWN RISK**

**27695 SW Martin Highway
Okeechobee, Florida 34974**

THIS PROPERTY IS OPEN TO THE PUBLIC FOR AGRITOURISM ACTIVITIES.

THERE ARE INHERENT RISKS OF AGRITOURISM ACTIVITY THIS MEANS THOSE DANGERS OR CONDITIONS THAT ARE AN INTEGRAL PART OF AN AGRITOURISM ACTIVITY INCLUDING CERTAIN HAZARDS, SUCH AS SURFACE AND SUBSURFACE CONDITIONS; NATURAL CONDITIONS OF LAND, VEGETATION, AND WATERS; THE BEHAVIOR OF WILD OR DOMESTIC ANIMALS; AND THE ORDINARY DANGERS OF STRUCTURES OR EQUIPMENT ORDINARILY USED IN FARMING AND RANCHING OPERATIONS.

THE TERM ALSO INCLUDES THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO THE INJURY OF THE PARTICIPANT OR OTHERS, INCLUDING FAILING TO FOLLOW THE INSTRUCTIONS GIVEN BY THE AGRITOURISM OPERATOR OR FAILING TO EXERCISE REASONABLE CAUTION WHILE ENGAGING IN THE AGRITOURISM ACTIVITY.

AN AGRITOURISM OPERATOR, HIS OR HER EMPLOYER OR EMPLOYEE, OR THE OWNER OF THE UNDERLYING LAND ON WHICH THE AGRITOURISM OCCURS IS NOT LIABLE FOR INJURY OR DEATH OF, OR DAMAGE OR LOSS TO, A PARTICIPANT RESULTING FROM THE INHERENT RISKS OF AGRITOURISM ACTIVITIES IF THE NOTICE OF RISK REQUIRED UNDER S. [570.89](#) IS POSTED AS REQUIRED.

IN EXCHANGE FOR AND IN CONSIDERATION OF PERMISSION TO ENTER THIS PROPERTY I HEREBY WAIVE THE RIGHT TO SUE THE OWNERS AND OPERATORS FOR ALL CLAIMS INCLUDING NEGLIGENCE, PERSONAL INJURY AND OR PROPERTY DAMAGE INCURRED ON THE PREMISES INCLUDING “DEATH”.

I AM OVER THE AGE OF 18.

I WAIVE ALL OF MY RIGHTS TO BRING ANY LAWSUIT WHATSOEVER INCLUDING PERSONAL INJURY, WRONGFUL DEATH AND NEGLIGENCE. THIS WAIVER IS BINDING ON MY PERSONAL REPRESENTATIVE OR COURT APPOINTED GUARDIAN FOR ANY AND ALL INJURIES SUSTAINED BY ME AS A RESULT OF ANY CONDUCT BY ANY PERSON, KNOWN OR UNKNOWN, FOR ANY CONDITIONS SEEN OR UNSEEN THAT MAY EXIST OR MAY BE CREATED AFTER MY ENTRY.

THERE ARE CERTAIN DANGERS INHERENT IN ENTERING THIS PROPERTY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, I AM GIVING UP MY RIGHT TO RECOVER FROM THE OWNERS OF THIS PROPERTY ANY DAMAGES FOR PERSONAL INJURIES AND OR PROPERTY DAMAGE.

THIS WAIVER IS CONTINUING AND SHALL COVER ANY AND ALL ENTRIES TO THE PROPERTY PRESENT AND FUTURE AND SHALL CONTINUE TO BE BINDING UNTIL SAID WAIVER IS CANCELLED IN WRITING AND DELIVERED TO THE UNDERSIGNED OWNER OR OWNER’S REPRESENTATIVE.

I release the Owners and Agritourism Operators, their heirs and assigns from any and all liability for any personal injury and or damage to me and or my property caused by any person, my negligence, the Owners and or Operators negligence and/or the negligence of third parties or unknown persons incurred in any way whatsoever while I am on this property.

I understand that this Release includes all personal injury claims including negligence. I assume the risk of any damage or injury to my person or property including but not limited to **PARALYSIS** and **DEATH**.

I understand that the Owners and Agritourism Operators do not make any representations regarding the condition of the property or its suitability for any particular purpose. I assume all risk and responsibility for any activity that I choose to engage in on the premises.

I agree to look solely to the person or persons (other than **C& C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL, INDIVIDUALLY**) that may be responsible for the damage to me or my property.

I waive my right to sue **C& C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL, INDIVIDUALLY**) the Owners and Agritourism Operators for any injuries or damages to me or my property caused by the land or incurred while on this land.

I am fully responsible for all minors that enter the property with me. I waive the right to sue for any personal injury including serious bodily injury and death or property damage to any minor I bring onto the property. I have the authority to waive the right to sue for the minor's injuries including death. I will hold the Owners and Agritourism Operators harmless and indemnify them for liability and damages.

**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 C& C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL, AND 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 C& C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL 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 C& C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I understand that the Owners and Agritourism Operators have not inspected the property prior to my entry and therefore they are without knowledge of any hazards, defects, circumstances or conditions, that may exist on the land or may be created by circumstances including but not limited to changes in weather or other invitees on the premises.

I agree that this Waiver and Release is binding me, my heir(s), assign(s), estate, and the beneficiary(s) of my estate and or that of any minor I bring onto this property.

THIS WAIVER SPECIFICALLY INCLUDES ANY SPECIAL AGRITOURISM EVENTS INCLUDING BUT LIMITED TO THOSE DESIGNATED UNDER THE NAME OF "CHESTER & INEZ UNDERHILL HERITAGE PARK, PLANT BAMBOO" AND THOSE DONE IN ASSOCIATION WITH "TRUCKS GONE WILD".

THESE SPECIAL EVENTS INCLUDE BUT ARE NOT LIMITED TO “SUMMER SLING, MUDDY VALENTINE AND OKEETOBER FEST.

THIS WAIVER AND RELEASE IS INCLUSIVE OF ALL ACTIVITIES AND INJURIES OCCURING ON THE LAND LOCATED AT 27695 SW Martin Highway Okeechobee, Florida 34974.

ALL MUDDING ACTIVITIES AND SPECIAL EVENTS

YOU ARE AGREEING TO ENGAGE IN OR BE PRESENT DURING A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF C&C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL, AND USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING OR BEING PRESENT DURING 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 RIGHT TO RECOVER FROM C&C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST, PLANT BAMBOO AND AARON UNDERHILL INDIVIDUALLY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU 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 C& C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL, INDIVIDUALLY HAS THE RIGHT TO REFUSE TO LET YOU

PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I acknowledge that viewing or otherwise participating in mud bog 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 hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless **C&C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL, INDIVIDUALLY and PLANTBAMBOO** from any and all claims, demands, or causes of action, which are in any way connected to my viewing or otherwise participating in any activity, **including any such claims which allege negligent acts or omissions.**

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation or presence during in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against C& C UNDERHILL, INC. EDWARD UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF EDWARD UNDERHILL TRUST, CYNTHIA UNDERHILL INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST AND AARON UNDERHILL, INDIVIDUALLY OR PLANTBAMBOO on the basis of any claim including negligence because I am releasing them from any and all claims in this Waiver And Release.

I AM RELEASING C&C UNDERHILL, INC., CHARLES EDWARD UNDERHILL, INDIVIDUALLY AND CHARLES EDWARD UNDERHILL, TRUSTEE OF THE CHARLES EDWARD UNDERHILL TRUST, AARON UNDERHILL, AND CYNTHIA UNDERHILL, INDIVIDUALLY AND AS TRUSTEE OF THE CYNTHIA UNDERHILL TRUST THE OWNERS AND AGRITOURISM OPERATORS AS WELL AS AARON UNDERHILL AND PLANTBAMBOO FROM ANY AND ALL LIABILITY FOR ANY AND ALL INJURIES AND DAMAGES AS CONTAINED IN THIS DOCUMENT FROM ANY AND ALL CAUSES OF

ACTION INCLUDING NEGLIGENCE. .

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE NOTICE OF AGRITOURISM OPERATOR PURSUANT TO F.S. 570.86 (2) AND THIS WAIVER, RELEASE OF LIABILITY ASSUMPTION OF RISK.

The undersigned also agrees that he/she is entering as an “INVITEE” and agrees that all of the language, terms and provisions contained in this Waiver applies to them as Invitees.

The undersigned invitee(s) in exchange for and in consideration of permission to enter the property of the owners hereby acknowledge and agree to waive any and all rights they have for damages to their persons or property incurred on the premises including **“DEATH”**.

In addition, the invitee(s) hereby with full knowledge and consent release the Owners their heirs and assigns from any and all liability for the invitees negligence, the Owners negligence and/or the negligence of third parties or unknown persons resulting in the injury to the person or property of the undersigned invitee incurred in any way whatsoever while an invitee on the property of the Owners.

I understand that this Release includes but is not limited to claims based on negligence. The invitee(s) assumes the risk of any damage or injury to their person or property including **DEATH**.

The undersigned hereby acknowledges that the Owners do not make any representations regarding the condition of the property or its suitability for any particular purpose.

The invitee(s) assume all risk and responsibility for any activity that they choose to engage in on the premises. The Owners shall not be responsible to any person for any injury or damage to their property caused by the land, the owners nor any other person or invitee, including if the injury or damage is the result of negligence.

The undersigned expressly waives any right they may have to bring an action against the Owners for any injuries or damages to their person or property caused by the land or incurred while on the land of the Owners. If the undersigned brings any action and this Waiver is upheld the undersigned shall be responsible for all attorney’s fees and cost associated with defending this waiver and or an action.

I AM ENTERING AT MY OWN RISK.

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.

X _____ **Date** __/__/_____
(Signature)

Print Name: _____ **Your Phone #** (_____) - _____ - __

Street Address _____ **City** _____ **State** __ **Zip** _____

Emergency Contact NAME: _____ **Phone #** (____) - ____ - _____

Your Email _____

Children's names less than 18yrs. old that you are responsible for who accompanying you today or may accompany you in the future:
