

Invitee Waiver, Release of Liability, Assumption of Risk and Florida Agritourism Notice

**27695 SW Martin Highway
Okeechobee, Florida 34974
Telephone: 561-406-8344**

PREAMBLE

This Waiver, Release of Liability and Assumption of Risk Agreement (the "Agreement") is entered into by and between the undersigned individual ("Participant") 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, AARON UNDERHILL, INDIVIDUALLY, CHESTER & INEZ UNDERHILL HERITAGE PARK, INC., and PLANTBAMBOO (collectively, the "Released Parties").

WHEREAS, Invitee desires to enter upon and use the property located at 27695 SW Martin Highway, Okeechobee, Florida 34974 (the "Premises") for recreational, entertainment, or other purposes; and

WHEREAS, Invitee acknowledges that entry upon and use of the Premises involves inherent risks that may result in serious injury, harm, damage, or loss to person or property, including but not limited to death;

NOW, THEREFORE, in consideration of being permitted to enter upon and use the Premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Invitee agrees as follows:

Property; Parties; Status

This Invitee Waiver, Release of Liability, Assumption of Risk, and Agritourism Notice (this agreement) is entered into by and between the undersigned individual (the invitee) and,

collectively, the following persons and entities (together, the owners, operators or released parties).

1. C&C Underhill, Inc.
2. Edward Underhill, individually and as Trustee of the Edward Underhill Trust.
3. Cynthia Underhill, individually and as Trustee of the Cynthia Underhill Trust.
4. Charles Edward Underhill, individually and as Trustee of The Charles Edward Underhill Revocable Trust Agreement (also referenced as the Charles Edward Underhill Trust).
5. Chester & Inez Underhill Heritage Park, Inc. (also referenced as Chester & Inez Underhill Heritage Park).
6. Underhill Farms, Inc.
7. Plant Bamboo or PlantBamboo, and C&C Underhill, Inc. d/b/a PlantBamboo.
8. Aaron Underhill, individually.
9. Any agritourism operator, his or her employer or employee, and the owner of the underlying land on which the agritourism occurs, to the extent they are associated with the property described below.
10. The heirs, successors, assigns, employees, agents, and representatives of each of the foregoing.

Invitee desires to enter upon, use, or be present on the real property located at 27695 SW Martin Highway, Okeechobee, Florida 34974 (the premises), which includes approximately 600 or more acres of land operated as an active agricultural and agritourism operation, including Chester & Inez Underhill Heritage Park and all associated agritourism and special event areas.

Invitee understands and agrees that Invitee is entering the Premises as an invitee and that all language, terms, and provisions contained in this Agreement apply to Invitee as an invitee.

Invitee further represents and warrants that Invitee is over the age of 18 years. All minors under the age of 18 must be accompanied by an authorized adult who is the natural parent or legal guardian and who must complete and sign the applicable minor addendum and guardian notice contained herein.

In consideration of being permitted to enter and use the Premises, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Invitee agrees as follows.

Section 1. Statutory Agritourism Notice and Acknowledgment

1. Florida Agritourism Warning

Required Notice Under Florida Statute 570.89

WARNING

Important Legal Notice: Under Florida law, an agritourism operator is not liable for injury or death of, or damage or loss to, a participant in an agritourism activity conducted at this agritourism location if such injury, death, damage, or loss results from the inherent risks of the agritourism activity. Inherent risks of agritourism activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to your injury, death, damage, or loss. You are assuming the risk of participating in this agritourism activity.

2. Definition of Inherent Risks of Agritourism Activities

Invitee understands and acknowledges that:

- a) The Premises are open to the public for agritourism activities.
- b) Inherent risks of agritourism activity means those dangers or conditions that are an integral part of an agritourism activity, including, without limitation.
- c) Surface and subsurface conditions.
- d) Natural conditions of land, vegetation, and waters.

- e) The behavior of wild or domestic animals.
- f) The ordinary dangers of structures or equipment, ordinarily used in farming and ranching operations.
- g) The term also includes the potential of an invitee to act in a negligent manner that may contribute to the injury of the invitee 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.

3. Statutory Immunity Acknowledgment

Invitee understands and agrees that:

- a) 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, an invitee resulting from the inherent risks of agritourism activities if the notice of risk required under section 570.89, Florida Statutes, is posted or provided as required.
- b) Invitee acknowledges that Invitee has read and understands this notice of agritourism operator pursuant to section 570.86(2) and section 570.89, Florida Statutes, and that this Agreement is intended to be consistent with and in addition to those statutory protections.

Section 2. Use of Premises; Voluntary Participation; Invitee Status; Age

1. Voluntary Participation

Invitee acknowledges and agrees that:

- a) Invitee's entry upon and use of the Premises is purely voluntary and at Invitee's own risk.

- b) Invitee is not required to enter upon or use the Premises but has chosen to do so voluntarily.

2. Status as Invitee

Invitee understands and agrees that:

- a) Invitee is entering the Premises as an invitee.
- b) All of the language, terms, and provisions contained in this Agreement apply to Invitee in Invitee's capacity as an invitee.

3. Age Requirement; Minors

Invitee represents and warrants that:

- a) Invitee is over the age of 18.
- b) All minors under the age of 18 who enter the Premises must be accompanied by an adult who is the natural parent or legal guardian.
- c) The natural parent or legal guardian must complete and execute the Minor Addendum and Guardian Notice set forth in this Agreement as a condition to any minor's presence on the Premises.

Section 3. Remote Area Acknowledgment and Property Conditions

1. Remote Area; Size of Premises

Invitee acknowledges that:

- a) The Premises constitute a remote area spanning over approximately 600 acres.
- b) The Owners cannot and do not guarantee the safety or well-being of Invitee anywhere on the Premises.
- c) Once Invitee enters the Premises, Invitee is effectively on Invitee's own and must take full responsibility for Invitee's own safety.

2. Presence of Animals, Other Persons, and Hazards

Invitee understands and acknowledges that:

- a) Wild animals and domestic animals, including, without limitation, cattle, chickens, hogs, horses, alligators, snakes, wild pigs, and other ranch and farm animals, as well as domestic animals and other wildlife, may be present on the Premises at any time.
- b) Potentially dangerous individuals may be present on the Premises at any time.
- c) Invitee may be exposed to unsanitary conditions, sickness, and diseases whether caused by people, animals, or conditions of the property or any facilities provided.
- d) The condition of the land, structures, water, vegetation, and equipment is unknown to the Owners at all times and is subject to change without notice or warning due to, among other things, weather, other invitees, and natural conditions.

3. Security, Emergency Assistance, and Response Time

Invitee acknowledges that:

- a) Security personnel, if any, are only present during certain special events and are not present at all times over the entire Premises.
- b) Even when security personnel or law enforcement are present on the Premises, they do not and cannot guarantee Invitee's safety, and they may not be able to render assistance depending on Invitee's location on the Premises.
- c) Fire rescue and medical attention are neither close nor convenient to the Premises.
- d) The Premises have no lifeguards, firefighters, or medical staff on site.
- e) Any response from fire departments, rescue services, or other emergency services may be delayed.

4. Invitee Safety Responsibilities

Invitee understands and agrees that:

- a) If Invitee feels unsafe or threatened in any way, Invitee must call 911 and attempt to contact the Operators immediately at **561-406-8344**.

- b) If law enforcement or security personnel are on the Premises, Invitee should tell them if Invitee feels unsafe and request that they contact the Operators.
- c) Neither the Owners nor the Operators are responsible for Invitee's safety or for the acts or omissions of any other person.
- d) Invitee is responsible for ensuring that Invitee has access to a working means of communication to call for assistance before entering the Premises.
- e) Invitee is responsible for being able to extinguish fires that Invitee starts and for taking precautions to protect Invitee's person and property, understanding that fires may occur spontaneously due to weather or the acts of others.

5. Unknown and Changing Conditions; Warning

Invitee acknowledges and understands that:

- a) The land is remote and unprotected.
- b) The condition of the land, waters, structures, and equipment is unknown and subject to change without notice or warning.
- c) There are many dangers, known and unknown, seen and unseen, associated with being on an operational agricultural ranch and agritourism facility.
- d) Invitee is entering the Premises at Invitee's own risk and peril and must exercise extreme caution at all times.

Section 4. Assumption of Risk

1. General Acknowledgment of Risks

Invitee acknowledges and understands that entry upon and use of the Premises may involve risks of death, serious bodily injury, harm, damage, or loss to person or property. These risks may include, but are not limited to:

- a) Falls, bites, drowning, paralysis, blindness, burns, scarring, mental injuries, and physical injuries of every kind and nature.

- b) Slips, trips, and falls on uneven or slippery surfaces, natural terrain, and man-made structures.
- c) Collisions with objects, vehicles, equipment, or persons.
- d) Exposure to adverse weather conditions, including heat, cold, lightning, storms, and high winds.
- e) Unsanitary conditions, sickness, and diseases whether caused by people, animals, insects, plants, environmental conditions, or the condition of the property and any facilities provided.
- f) Exposure to animals, insects, or plants, including, without limitation, cattle, chickens, hogs, horses, alligators, snakes, wild pigs, domestic animals, biting and stinging insects, and poisonous or irritant plants.
- g) Exposure to hazardous or dangerous conditions on the Premises, whether natural or man-made and whether obvious or hidden.
- h) Injuries resulting from participation in activities including, without limitation, swimming, diving, jumping, dancing, camping, campfires, ATV riding (as driver or passenger), trail riding, and livestock displays.
- i) Injuries resulting from participation in or observation of mudding activities and special events, including, without limitation, events designated as "Summer Sling," "Muddy Valentine," "Okeetober Fest".
- j) Limited availability of potable water, which may only be available in a central location.
- k) Injuries caused by or associated with fire, water, the land, structures, vehicles, and other persons.
- l) Delayed response from fire departments, law enforcement, emergency medical services, and the lack of medical care, lifeguards, firefighters, or other first responders on the Premises.

- m) Other risks inherent in the use of the Premises as an operational agricultural ranch, agritourism site, and event venue, including numerous dangers known and unknown, seen and unseen.

2. Express Assumption of All Risks

Invitee expressly and voluntarily assumes all risks associated with entry upon, presence on, and use of the Premises, and participation in or observation of any activities on the Premises, whether such risks are:

- a) Known or unknown.
- b) Obvious or hidden.
- c) Foreseeable or unforeseeable.
- d) Caused by the condition of the Premises.
- e) Caused by the acts or omissions of the Released Parties.
- f) Caused by the acts or omissions of third parties, other invitees, trespassers, or unknown persons.
- g) Caused by intentional, criminal, negligent, or grossly negligent acts of any person, to the fullest extent allowed by applicable law.

3. Mudding and Special Events as Potentially Dangerous Activities

Invitee acknowledges and agrees that:

- a) Mudding, mud bog activities, and related events are inherently and potentially dangerous activities that may result in serious injury or death.
- b) Invitee is agreeing to engage in or be present during potentially dangerous activities across a large, remote property, including but not limited to mudding and other special events.
- c) Even if the Released Parties use reasonable care in providing any activity or event, there remains a significant risk that Invitee may be seriously injured or killed by participating

in or being present during such activities, because there are certain dangers inherent in these activities that cannot be avoided or eliminated.

- d) These events and activities occur on a property of approximately 600 acres or more, and Invitee is assuming all responsibility for Invitee's presence in any capacity anywhere on the Premises.
- e) Invitee assumes responsibility for all injuries and damages Invitee sustains while on the Premises, whether or not connected to any specific activity, including mudding or any event.

4. Assumption of Risk for All Activities and Entries

Invitee acknowledges that:

- a) Any acts or activities Invitee decides to participate in while on the Premises are undertaken solely at Invitee's own risk.
- b) This Agreement does not and cannot list every possible activity, condition, or event that may cause injury or damage, but Invitee agrees that it is intended to cover any and all injuries and damages of any kind, no matter who caused them or how they were caused, whether specifically listed or not.
- c) Invitee expressly assumes full responsibility for Invitee's own safety, actions, and well-being in all respects while on the Premises.

Section 5. Comprehensive Waiver and Release of Liability

1. General Release and Waiver

Invitee, on behalf of Invitee and Invitee's heirs, executors, administrators, personal representatives, successors, assigns, and any court-appointed guardian or personal representative, hereby fully and forever releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether known, unknown, anticipated, or unanticipated, arising out of, related to, or in any way connected with:

- a) Invitee's entry upon, presence on, or use of the Premises.
- b) Invitee's participation in or observation of any activity, event, or agritourism operation on the Premises.
- c) Any condition of the Premises, whether natural or man-made, and whether existing before or arising after Invitee's entry.
- d) Any acts or omissions of the Released Parties, of Invitee, or of any third party or unknown person.

2. Scope of Personal Injury and Property Damage Release

Without limiting the generality of the foregoing, this release and waiver specifically includes, but is not limited to:

- a) All claims for personal injury of any kind, including minor injuries, serious bodily injuries, and all financial and physical damages arising therefrom, including paralysis, blindness, drowning, mental anguish, physical and mental injuries of any type or severity, burns, scarring, disfigurement, broken limbs, broken bones, internal injuries, hearing loss, psychological injuries, trauma, post-traumatic stress, emotional distress, and death.
- b) All claims for property damage or loss of any kind, including damage to or destruction of personal property, vehicles, equipment, or other belongings.
- c) All claims based on negligence or gross negligence, to the fullest extent permitted by applicable law, including.
- d) The alleged negligence or gross negligence of any of the Released Parties.
- e) The negligence or gross negligence of Invitee.
- f) The negligence or gross negligence of any third party or unknown person.
- g) All claims arising from intentional or criminal acts of others, including, without limitation, assault, battery, sexual battery, intentional infliction of emotional distress, and any other intentional or criminal conduct by any person.

- h) All claims related to any special events, including but not limited to events designated under the names C&C Underhill, Inc "Chester & Inez Underhill Heritage Park," "Plant Bamboo or PlantBamboo".
- i) All claims related to all mudding activities, whether Invitee is a participant or an observer, and all other special events, gatherings, or entertainment activities on the Premises.
- j) All claims related to diving, swimming, walking, running, dancing, driving, riding as a passenger, campfires, camping, any activities involving water (whether in designated areas or not), fires, heat, cold, and any interactions with or injuries caused by alligators, ranch and farm animals (including but not limited to cattle, chickens, hogs, horses, and wild pigs), domestic animals, wildlife (including snakes and other animals), sickness or disease originating from animals, people, the environment, or property conditions, whether sanitary or unsanitary.
- k) All monetary and non-monetary damages, including, without limitation, loss of wages, loss of use of property, loss of enjoyment of life, physical pain and suffering, emotional distress, mental anguish, trauma, loss of spousal or family support, past and future medical bills, care and treatment expenses, and any other economic or non-economic damages.
- l) All claims related to any and all activities and injuries occurring on or arising from the land and improvements located at 27695 SW Martin Highway, Okeechobee, Florida 34974, including any associated parking, ingress, and egress areas.

3. Enter Water at Own Risk; Fire Hazards

Invitee acknowledges and agrees that:

- a) Entering or using any body of water on or adjacent to the Premises, for any purpose whatsoever, is at Invitee's own risk and peril. The depth of any body of water cannot be

confirmed and may change, and Invitee must assume that all bodies of water are shallow and potentially dangerous.

- b) Snakes, alligators, and other aquatic or semi-aquatic animals and wildlife may be present in or around any body of water on the Premises.
- c) Invitee must take all precautions prior to starting any fire and understands that fires may occur spontaneously due to weather conditions or the acts or omissions of others. Invitee is responsible for having means to extinguish fires Invitee starts and for taking reasonable steps to protect Invitee's person and property from fire.

4. Continuing Nature of Release

Invitee understands and agrees that:

- a) This release and waiver are continuing and shall cover any and all entries to, and uses of, the Premises, whether present or in the future.
- b) This Agreement and the releases provided herein shall remain in full force and effect and binding upon Invitee until this Agreement is canceled in writing and such written cancellation is delivered to an Operator or an authorized representative of an Operator.
- c) Any continued entry upon or use of the Premises after such written cancellation may be conditioned upon Invitee executing a new waiver, release, and assumption of risk agreement.
- d) For avoidance of doubt, Invitee intends and agrees that this Agreement applies to each and every occasion that Invitee enters upon, is present on, or uses the Premises at any time in the future (unless and until canceled in writing as stated above), and that the releases, waivers, and assumptions of risk herein are not limited to a single visit, single event, or single activity.

5. Specific Agritourism and Special Event Release

Invitee understands and agrees that:

- a) This waiver specifically includes any special agritourism events held on the Premises, including but not limited to those designated under the names C&C Underhill, Inc "Chester & Inez Underhill Heritage Park," and "Plant Bamboo or PlantBamboo".
- b) These special events include, but are not limited to, events commonly referred to as Summer Sling, Muddy Valentine and Okeetober Fest.
- c) This waiver and release is inclusive of all activities and injuries occurring on the Premises in connection with such events.

Section 6. Covenant Not to Sue; Waiver of Right to Sue

1. Agreement Not to Sue

Invitee agrees that Invitee will not institute any suit, action, or proceeding at law or in equity, or otherwise, against any of the Released Parties, nor will Invitee assist, encourage, or permit the prosecution of any claim for damages or cause of action which any third party may have against any of the Released Parties, arising out of or related to Invitee's entry upon, presence on, or use of the Premises, or Invitee's participation in or observation of any activity or event on the Premises.

2. Waiver of Right to Recover in Lawsuit

Invitee acknowledges and agrees that by signing this Agreement:

- a) Invitee is giving up Invitee's right to recover from the Released Parties in any lawsuit or legal proceeding for any personal injury, including but not limited to drowning, burns, scars, loss of limbs, broken bones, paralysis, blindness, sickness and disease and death, to Invitee, and or for any property damage that results from any risk of any activity or condition on the Premises.
- b) Invitee is waiving all rights to bring any lawsuit whatsoever, including, without limitation, lawsuits based on personal injury, wrongful death, negligence, or gross negligence, to the fullest extent permitted by applicable law, and agrees that this waiver is

binding on Invitee and on any personal representative, estate, or court-appointed guardian.

3. Right to Refuse to Sign; Owner's Right to Refuse Entry

Invitee acknowledges and agrees that:

- a) Invitee has the right to refuse to sign this Agreement.
- b) The Owners and Operators have the right to refuse to permit Invitee to enter or remain on the Premises or to participate in any activity or event if Invitee does not execute and deliver this Agreement.
- c) If Invitee refuses to sign this Agreement, Invitee will not be permitted to enter upon or use the Premises or to participate in any activities or events thereon.

4. Consequences of Litigation Contrary to Agreement

Invitee acknowledges and agrees that:

- a) If Invitee brings any action in violation of this Agreement and this Agreement is upheld by a court of competent jurisdiction, Invitee shall be responsible for all attorney's fees and costs incurred by any Released Party in defending this Agreement and such action.
- b) The attorney's fees and costs referenced above shall include all trial, appellate, and post-judgment proceedings, to the fullest extent permitted by applicable law.

Section 7. Indemnification and Hold Harmless

1. Indemnification Obligation

Invitee agrees to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses (including attorney's fees and court costs), of any person or entity, including but not limited to other invitees, licensees, trespassers, guests, or third parties, arising out of, related to, or in any way connected with:

- a) Invitee's entry upon, presence on, or use of the Premises.

- b) Invitee's participation in or observation of any activity or event on the Premises.
- c) Any act or omission of Invitee while on the Premises.
- d) Any injury or damage caused by Invitee to any person or property while on the Premises.

2. Scope of Indemnification

Without limiting the generality of the foregoing, this indemnification obligation includes, but is not limited to, all claims, demands, damages, rights of action, or causes of action arising from:

- a) Invitee's actions or omissions while on the Premises.
- b) Invitee's violation of any term of this Agreement.
- c) Invitee's violation of any applicable law, rule, regulation, or order.
- d) Any injury or damage caused directly or indirectly by Invitee to any person, animal, structure, vehicle, equipment, or other property while on or about the Premises.

3. Indemnification Regarding Minors Brought by Invitee

Invitee acknowledges and agrees that:

- a) Invitee is fully responsible for all minors that Invitee brings onto the Premises or for whom Invitee is responsible while they are on the Premises.
- b) Invitee waives the right to sue the Released Parties for any personal injury, including serious bodily injury and death, or property damage to any such minor.
- c) Invitee represents and warrants that Invitee has the authority to waive the minor's right to sue and to release all claims arising from the minor's injuries or death and the Invitee agrees to be personally responsible for any damages or injuries sustained by the minor.
- d) Invitee will hold the Released Parties harmless from, and indemnify the Released Parties for, any and all liability, damages, costs, and attorney's fees arising out of or related to any such minor's presence on the Premises, activities on the Premises, or injuries or damages sustained by such minor.

Section 8. Responsibility for Personal Property

1. No Responsibility for Lost, Damaged, or Stolen Property

Invitee acknowledges and agrees that:

- a) The Released Parties shall not be responsible or liable for any personal property that is lost, damaged, destroyed, or stolen while Invitee is on or about the Premises.
- b) Invitee is solely responsible for securing and protecting Invitee's own property at all times.

2. Assumption of Risk for Personal Property

Invitee assumes all risk of loss, damage, or theft of Invitee's personal property while on the Premises, regardless of the cause of such loss, damage, or theft, and hereby waives any and all claims against the Released Parties arising from any such loss, damage, or theft.

Section 9. No Representations or Warranties by Owners or Operators

1. Disclaimer of Representations and Warranties

Invitee acknowledges and agrees that:

- a) The Released Parties have made no representations or warranties, express or implied, concerning the Premises, any activities or events, or their safety or condition.
- b) The Released Parties expressly disclaim any and all warranties, express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose, habitability, or suitability of the Premises or any activity or event for any purpose.

2. No Representations Regarding Condition or Suitability

Invitee acknowledges and agrees that:

- a) No representation is made by the Released Parties as to the suitability of the Premises for any purpose whatsoever.

- b) Invitee enters upon and uses the Premises solely at Invitee's own risk and based entirely on Invitee's own judgment as to the suitability of the Premises for Invitee's intended use.
- c) The Owners and Operators have not inspected the property prior to Invitee's entry and therefore 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 the acts or omissions of other invitees on the Premises.

3. Assumption of Risk Based on No Representations

Invitee understands that:

- a) The Owners and Operators do not make any representations regarding the condition of the property or its suitability for any particular purpose.
- b) Invitee assumes all risks and responsibility for any activity that Invitee chooses to engage in on the Premises.
- c) The Owners and Operators shall not be responsible to any person for any injury or damage to their person or property caused by the land, the Owners, the Operators, or any other person or invitee, including if the injury or damage is the result of negligence.

Section 10. Medical Responsibility

1. Responsibility for Medical Care and Expenses

Invitee acknowledges and agrees that:

- a) Invitee takes full responsibility for Invitee's actions and activities while on the Premises.
- b) Invitee is solely responsible for any and all medical care, medical bills, medical treatments, medical supplies, therapy of any kind, and related expenses arising from any injury Invitee sustains while on the Premises.

- c) Invitee, and not any Released Party, is responsible for all past, present, and future medical treatment costs and any other expenses associated with any injury or condition caused or aggravated by Invitee's presence on the Premises.

2. Limited Availability of Medical Services

Invitee acknowledges and understands that:

- a) Fire rescue, emergency medical attention, and other emergency services are not close or convenient to the Premises.
- b) There are no lifeguards, firefighters, or medical staff stationed on the Premises.
- c) Invitee must conduct Invitee's activities accordingly and take full responsibility for anything that happens to Invitee as a result of being on the Premises, including injuries resulting from any acts or omissions of any person, or any condition of the Premises.

3. Agreement to Look Solely to Responsible Parties Other than Released Parties

Invitee agrees that:

- a. Invitee will look solely to Invitee and to any person or persons (other than the Released Parties) that may be directly responsible for damage to Invitee or Invitee's property.
- b. Invitee waives and releases all claims against the Released Parties for any such damages or injuries and agrees to seek recourse, if any, only against other third parties who may be legally responsible, and not against the Released Parties.

Section 11. Alcohol, Drugs and Food Policy and Liability Waiver

1. Prohibited Substances

Alcohol and drugs (including but not limited to all opioids and narcotics. ie. fentanyl and oxycodone) are strictly prohibited on these premises. By entering this property, you acknowledge and agree that you will not bring or consume alcohol or illegal drugs while on the premises.

2. No Search Policy and Assumption of Risk

a. Limited Inspection.

There is no inspection of person or property upon entry.

b. No Guarantee.

There is no guarantee that others will not bring alcohol or drugs onto the property. The property is remote and individuals provide their own transportation and camping provisions while on the land.

c. Assumption of Risk.

You agree to assume the risk of coming into contact with others that may be under the influence of alcohol or drugs. You agree not to bring or accept drugs or alcohol from others. If you chose to do so you assume the risk for anything that may happen to you including sickness and death. By signing this Waiver you are waiving your right to sue the owner for any injury or illness including death or paralysis you may get from drugs, alcohol or food.

3. Personal Responsibility for Consumption

a. Food and Beverage Responsibility.

You are responsible for anything that you eat or drink. Regardless of who provides it. If you buy food from a vendor (if present) you do so at your own risk. You must sue the vendor if you get sick or die not the Owner or Operator. The vendors do not work for the Owners or Operators.

b. Drug and Alcohol Responsibility.

You are responsible for any drugs or alcohol that you consume whether your consumption is knowing, unknowing, voluntary or involuntary. You are responsible if you become sick, disabled, or die as a result of drugs or alcohol ingested while on this land.

4. Waiver of Liability

1. Comprehensive Waiver.

You are waiving your right to sue for anything including:

- a. Injuries caused by other patrons who are under the influence of alcohol or drugs;
- b. Illness, injury, or death resulting from your own consumption of food, beverages, alcohol, or drugs whether your consumption is knowing, unknowing, voluntary or involuntary;
- c. Any other harm related to the consumption of substances by you or others.

2. Medical Responsibility.

Because of the remoteness of the area, you may not be able to receive any medical attention. You waive your right to sue the Owners and operators for lack of medical care or treatment. You are responsible for your medical care and any treatment that you may need as a result of consuming alcohol, drugs or food. The owners or operators do not have Narcan nor any other medication on site.

Section 12. Governing Law and Venue

a. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provisions.

b. Venue

Any legal action or proceeding arising out of or relating to this Agreement shall be instituted in the state courts located in the State of Florida, Martin County and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding.

Section 13. Severability

a. Severability Clause

If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

Section 14. Entire Agreement

a. Integration Clause

This Agreement constitutes the entire agreement between Participant and the Released Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

b. No Modification

This Agreement may not be amended or modified except by a written instrument executed by both Participant and an authorized representative of the Released Parties.

Section 15. Acknowledgment

a. Opportunity to Read

Participant has had sufficient opportunity to read this entire document.

b. Understanding and Agreement

Participant has read and understood this Agreement, and Participant agrees to be bound by its terms.

c. Binding Effect

This Agreement shall be binding upon Participant and Participant's heirs, executors, administrators, personal representatives, successors, and assigns.

d. Attorney's Fees

If the undersigned brings any action and this Agreement is upheld, the undersigned shall be responsible for all attorney's fees and costs associated with defending this Agreement and/or an action.

SIGNATURE PAGE

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT.

X _____
(Signature)

Date: ____/____/____

Print Name: _____

Your Phone: (____) - ____ - ____

Street Address: _____

City: _____ State: _____ Zip: _____

Emergency Contact:

Name: _____ Phone: (____) - ____ - ____

Your Email: _____

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

1 _____ DOB _____

2 _____ DOB _____

3 _____ DOB _____

4 _____ DOB _____