FIELD TRIP TO
PRIVATELY OWNED PROPERTY AND PROPERTY OWNED BY LOCAL, STATE, OR FEDERAL GOVERNMENT
GENERAL RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS
ASSUMPTION OF RISKS, AND HOLD HARMLESS AGREEMENT

In consideration of participating in the educational tour (the “Tour”) of the public and private properties of UF/IFAS Extension Education Center, The East End Market, and Beck Brothers blueberries U-Pick, located in Orlando, Orlando, and Windermere, Florida, offered Friday, August 1, 2014 by Florida Small Farms and Alternative Enterprises Conference of the University of Florida Institute of Food and Agricultural Sciences, I hereby agree as follows:

I, ___________________________, for myself and my estate, heirs, administrators, executors, and assigns, hereby release and hold harmless the State of Florida, the Florida Board of Education, the University of Florida Board of Trustees, and their officers, directors, employees, representatives, agents, and volunteers (collectively, the “Releasees”), from 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, illness, personal injury, death, or property damage arising out of, connected with, or in any manner pertaining to the Tour, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise.

I fully understand that there are potential risks and hazards associated with a Tour of Florida’s privately owned lands, including, but not limited to, possible injury or loss of life. I further understand that while on the Tour, I may be visiting undeveloped locations and interacting with persons that are not associated with or under the control or supervision of the Releasees. Despite the potential risks and hazards associated with the Tour, I wish to proceed, and freely accept and assume all risks and hazards that may arise from my participation in the Tour and that could result in loss, illness, personal injury, death, or property damage to me or to my property, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise. I acknowledge that the Tour is not a required component of the Florida Small Farms and Alternative Enterprises Conference in which I am freely and voluntarily participating; and that I am in no way required to participate in the Florida Small Farms and Alternative Enterprises Conference or any Tours, but do so by choice.

I further hereby agree to 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 participation in the Tour.

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

Parent or Legal Guardian of Child must sign for each child participating. Ages 8-17 only may participate. One form required for each child. Parent or Legal Guardian must accompany child on the tour.

I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD AND I AM SIGNING THIS AGREEMENT ON BEHALF OF SAID CHILD AND UNDERSTAND I AM GIVING UP SAID CHILD’S RIGHTS BY SIGNING AND AGREE TO BE BOUND BY IT. FURTHERMORE, I AGREE THAT I WILL BE ACCOMPANYING THE CHILD ON THE TOUR.

MINOR’S NAME (PRINTED) AGE

PARENT OR LEGAL GUARDIAN NAME (PRINTED) SIGNATURE DATE