

FIELD TRIP TO CLEARWATER'S DOCKS, MARINA AND MARINE AQUARIUM

**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 Clearwater Harbor Marina, Clearwater Beach Marina, and Clearwater Marine Aquarium, located in Clearwater, Florida, offered Wednesday, November 18, 2015 by National Working Waterfronts & Waterways Symposium 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 publically own or 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 Field Trip is not a required component of the National Working Waterfronts & Waterways Symposium in which I am freely and voluntarily participating; and that I am in no way required to participate in the National Working Waterfronts & Waterways Symposium or any Field Trip, 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