

Blue Grotto Property LLC

Release and Waiver of Liability Agreement (Nondiver, No Water Entry)

In consideration of the opportunity afforded me to gain access to the following described real property in Levy County, Florida, to wit: NW 1/4 of section 2, township 13 south, range 18 east, including, but not limited to, BLUE GROTTO SINK AND CAVE SYSTEM, and in recognition of the possible danger to which I may voluntarily subject myself in so doing,

I, the undersigned, _____ being over the AGE of EIGHTEEN (18) years, HEREBY AGREE AS FOLLOWS:

1. Knowing freely and voluntarily, for myself, my heirs, personal representatives and assigns, WAIVE any right or cause of action, of any kind whatsoever, arising as a result of my accessing said described real property from which any liability may or could accrue to Dave Myler, Blue Grotto LLC, or Blue Grotto Property LLC.
2. Assume all risks of injury to myself, said risks including but not limited to death by drowning or injuries caused by falling tree branches or trips and falls.
3. I understand that there are no lifeguards or other supervisory personnel on duty and that I may not enter the water at any time.
4. For myself and my heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever hereafter, hold the said Dave Myler, Blue Grotto LLC, or Blue Grotto Property LLC, harmless and blameless for any injury to myself, including death occasioned by my participation in, or presence at, springs and cave diving activities, whether resulting by or through the negligence of Dave Myler, Blue Grotto LLC, or Blue Grotto Property LLC, their agents, servants, officers or employees. Should I, my heirs, personal

representatives or assigns, institute any action against either Dave Myler, Blue Grotto LLC, or Blue Grotto Property LLC, arising out of injury to myself or my property, as a result of springs or cave diving, then in that event, I for myself and my heirs, legal representatives and assigns, HEREBY AGREE to pay all costs of such action including attorneys fees incurred by them.

By my signature I hereby agree to waive and release, Blue Grotto LLC, Blue Grotto Property LLC and all affiliate businesses and staff of all negligent acts, errors or omissions by them to the fullest extent allowed by Florida Law.

WITNESS my hand, seal this DATE: _____

PRINT **DATE** CLEARLY

Signature

Contact Info (PRINT CLEARLY)

FIRST NAME	MIDDLE INITIAL	LAST NAME
STREET ADDRESS OR PO BOX		
CITY	STATE	ZIP CODE
EMAIL ADDRESS OR MOBILE PHONE NUMBER		