

# Blue Grotto Property LLC

## Release and Waiver of Liability Agreement (Minor Nondiver)

In consideration of the opportunity afforded (my)/(our) child to participate in actual springs and cave diving, with SCUBA gear, or other underwater apparatus, such opportunity afforded to him or her child at (my)/(our) specific request, in the springs located on 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 (my)/(our) child voluntarily subjects himself or herself in participating in springs and cave diving with SCUBA gear, or any other apparatus,

(I)/(WE), \_\_\_\_\_ and \_\_\_\_\_,  
PRINT CLEARLY PRINT CLEARLY  
 being the parent(s) or guardian(s) of \_\_\_\_\_

an unmarried child under the age of eighteen (18) years, HEREBY AGREE AS FOLLOWS:

1. Knowingly, freely and voluntarily, for (myself)/(ourselves), (my)/(our) heirs, personal representatives and assigns, WAIVE any right or cause of action, of any kind whatsoever, arising as a result of (my)/(our) child's accessing said described real property located on or adjacent to, 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 my/our child, said risks including but not limited to death by drowning or injuries caused by falling tree branches or trips and falls.
3. I/we understand that there are no lifeguards or other supervisory personnel on duty and that my/our child may not enter the water at any time.

4. For (myself)/(ourselves) and (my)/(our) heirs, personal representatives, or assigns, from the date of this release and waiver agreement, and forever thereafter, hold the said Dave Myler, Blue Grotto LLC, or Blue Grotto Property LLC, harmless and blameless for any injury to (my)/(our) child, including death occasioned by (my)/(our) child's 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)/(we), (my)/(our) 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 (my)/(our) child or his or her property, as a result of springs and/or cave diving, or incidental activity, then and in that event, (I)/(we) for (myself)/(ourselves) and (my)/(our) heirs, HEREBY AGREE to pay all costs of such action including attorney's fees incurred by them.

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 DAVE MYLER, BLUE GROTTO LLC, OR BLUE GROTTO PROPERTY LLC 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 DAVE MYLER, BLUE GROTTO LLC, OR BLUE GROTTO PROPERTY LLC 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. RIGHT TO REFUSE TO SIGN THIS FORM, AND DAVE MYLER, BLUE GROTTO LLC, OR BLUE GROTTO PROPERTY LLC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

WITNESS my hind, seal this DATE: \_\_\_\_\_  
PRINT DATE CLEARLY

### Visitor Contact Info (PRINT CLEARLY)

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

\_\_\_\_\_  
 Parent/Guardian Signature