

**RELEASE AND WAIVER OF LIABILITY AND CLAIMS**

In consideration for and as a condition to the undersigned being permitted to enter and use the property leased to the Florida Fish and Wildlife Conservation Commission by R.E. Turner, Reed Beauregard Turner, Avalon Plantation, LLC, Avalon Plantation II, LLC, and/or RET Properties, LLC (collectively the "Owner"), the undersigned on his or her behalf and on behalf of his or her heirs, legal representatives and assigns (collectively hereinafter referred to as the "Undersigned) hereby RELEASES, WAIVES, AND DISCHARGES the Lessee, Owner and the Owner's respective heirs, legal representatives, employees, agents, members, managers, officers, assigns and affiliates, as appropriate (such parties, together with the Owner and Lessee, hereinafter collectively referred to as the "Released Parties"), from any and all liability, claims demands, or causes of action that the Undersigned may have now or hereafter for any and all injuries to his or her person or property and for damages, including but not limited to, those injuries or damages CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES while the Undersigned is on the property of the Owner or Lessee, for any purpose or participation in any activity whatsoever.

The Undersigned hereby EXPRESSLY AGREES he or she WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages or other losses sustained as a result of his or her presence on or participation in any activity on such property. The Undersigned further AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Released Parties and each of them from any loss, liability, damage, or cost that the Released Parties may incur due to the presence of the Undersigned on the property of the Owner, including without limitation, subrogation and/or derivative claims brought by and third party or insurer in connection with any injury or damage the Undersigned may suffer while on the property of the Owner. The Undersigned AFFIRMS he or she is currently covered under appropriate general liability and personal health insurance policies issued through a licensed insurance carrier. The Undersigned REPRESENTS AND WARRANTS his or her participation in any activity on the property does not violate any federal, state, and/or local laws and ordinances regulating such activity, if any, and he or she has obtained any necessary permits or licenses to engage in such activity, if required by law.

The Undersigned EXPRESSLY ACKNOWLEDGES, AGREES, AND UNDERSTANDS his or her presence and participation in activities on the property have inherent risks and dangers and no amount of care, caution, instruction, or expertise can eliminate these risks and dangers, and he or she EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SUCH ACTIVITIES ON THE PROPERTY WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. The Undersigned further EXPRESSLY AGREES the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF LIABILITY AND CLAIMS, AND UNDERSTANDS THAT HE OR SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO HIM OR HER, AND INTENDS THAT HIS OR HER SIGNATURE IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. The Undersigned further AGREES that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

I hereby grant the Florida Fish and Wildlife Conservation Commission permission to use my likeness in a photograph or the image described below in any and all of its publications, including Web site entries, without payment or any other consideration. I understand and agree that these materials will become the property of the Florida Fish and Wildlife Conservation Commission and will not be returned. I hereby irrevocably authorize the Florida Fish and Wildlife Conservation Commission to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the Florida Fish and Wildlife Conservation Commission programs or for any other lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears.

Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph. Moreover, I certify that the image I provided has not been altered in any way, unless specifically explained in the description below. I hereby hold harmless and release and forever discharge the Florida Fish and Wildlife Conservation Commission from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. I am 21 years of age and am competent to contract in my own name. I have read this release before signing below and I fully understand the contents, meaning, and impact of this release.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: 03/07/2009

IF THE PERSON SIGNING ABOVE IS UNDER AGE 21, THERE MUST BE CONSENT BY A PARENT OR GUARDIAN AS FOLLOWS:  
I HEREBY CERTIFY THAT I AM THE PARENT OR GUARDIAN OF NAME ABOVE, AND DO HEREBY GIVE MY CONSENT WITHOUT RESERVATION TO THE FOREGOING ON BEHALF OF THIS PERSON.

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_ DATE: 03/07/2009

**PHOTOGRAPHS**

PHOTOGRAPHER'S NAME: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

DATE: \_\_\_\_\_ DESCRIPTION OF PHOTO: \_\_\_\_\_

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