

Liability Release

WHEREAS, _____ (herein after referred to as "PARTICIPANT")
(Print full name)

has voluntarily requested, from the South Florida Water Management District (herein after referred to as "DISTRICT"), to participate in the following described activities: STA5 Birding Tour, the aforementioned activities shall commence on ____/____/2006, and end on ____/____/2006. This release shall extend to all activities including, but not limited to those which may involve the use of DISTRICT transportation (motor vehicles, watercraft, aircraft, or other transportation), other equipment, and/or the use of canals and other bodies of water, property, and surrounding rights of way owned or occupied by the DISTRICT; and

WHEREAS, the DISTRICT is willing to allow use of its transportation (motor vehicles, watercraft, aircraft, or other transportation), other equipment, and/or the use of canals and other bodies of water, property, and surrounding rights of way owned or occupied by the DISTRICT to facilitate the above identified activities upon the representations and conditions that PARTICIPANT agrees to abide by all safety procedures, agrees to obey all directions and demands of DISTRICT personnel, if any, and PARTICIPANT specifically acknowledges and assumes any and all risks associated the above identified activities;

NOW THEREFORE, in consideration of the premises set forth above, I hereby release and agree to indemnify and hold harmless the DISTRICT (including, but not limited to its Governing Board members, employees, agents, attorneys, legal representatives, and their successors and assigns) from any and all liabilities, personal injuries, claims, damages, attorneys fees, costs, judgments, claims bills, etc. (under the laws of the State of Florida and/or any other State of the United States of America and/or the Government United States of America) attributable, in whole or in part, to the acts, omissions, or negligence of the PARTICIPANT, DISTRICT or any third person that arises out of, or related to the above referenced activities.

Signed and attested to this ____ day of _____, 2006, by

[Signature of Participant]

[Signature of Witness]

Participant's Address: _____

Participant's Phone:

Home (_____) _____

Business (_____) _____

Cell (_____) _____

[NOTE: When multiple parties are involved in the above described activities, a separate Liability Release must be completed for each and filed with the DISTRICT prior to the commencement of those activities.]