

## **Release, Waiver of Liability, and Indemnity Agreement**

In consideration of being permitted to participate in the Jeepin' with Sheriff Judd, the undersigned (driver and passengers), for himself/herself, his/her personal representatives, heirs and next of kin **HEREBY RELEASES** Polk Sheriff's Charities, Inc., Polk County Sheriff's Office, Polk County, the Polk County Board of County Commissioners, Grady Judd, as Sheriff of Polk County, a Constitutional Officer for the State of Florida, individually and in his official capacity, Clear Springs Farming, LLC, Clear Springs recreation, LLC, Clear Springs Enterprises, LLC, Clear Springs Land Company, LLC, Clear Springs Packing, LLC, Clear Springs Strawberries, LLC, and Clear Springs Farming, LLC, individually and in their official capacity, and all of their employees, appointees, agents, contractors, and sub-contractors, (collectively, "Releasees") from all claims, cause and causes of action, lawsuits, trespasses, damages, judgments, executions, liabilities, and demands of any kind whatsoever, in law or in equity, including any compensatory, consequential, incidental, or punitive damages, as well as any charges, expenses, attorney's fees or other costs incurred. It is fully understood by each of the undersigned that there is some inherent risk associated with these events, including damage to vehicles.

**IN ADDITION**, the undersigned **AGREES TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any loss, liability, damage, or cost they incur due to such participation by the undersigned, and any passengers (including minors) whether caused by Releasees' negligence or otherwise, and **AGREES TO ASSUME FULL RESPONSIBILITY AND RISK** for any bodily injury, death, or property damage from Releasees' negligence or otherwise while the undersigned is participating at these events.

In signing this release, each of the undersigned hereby acknowledges and represents the following:

1. That he or she has read the foregoing Release, Waiver of Liability and Indemnity Agreement; and understands that he/she is assuming liability and indemnifying as to any minor's damage.
2. That he or she shall at all times, while riding in a vehicle participating in these events, wear his or her respective seat and shoulder belts.
3. That the owner/driver certifies that he/she has inspected this vehicle and same is in good mechanical condition.
4. That the owner/driver has informed himself/herself about the event and trail conditions involved in the event, either by prior participation or by investigation into the event and trail.
5. The undersigned agrees to the following:
  - All occupants of vehicle have been listed on waiver
  - Valid proof of insurance and current vehicle registration will be available to Jeepin' with Sheriff Judd
  - No occupants of vehicle will consume alcohol while on the trails. Doing so means immediate expulsion
  - No firearms, fireworks, or sirens on/in vehicle
  - There will be at least one person 18 years or older who will be responsible for occupants of vehicle
  - Jeepin' with Sheriff Judd cannot be held responsible for any damage that may occur to the vehicle while attending any event
  - Violation of these rules will result in the termination of all participants' participation in Jeepin' with Sheriff Judd and the forfeiture of all Jeepin' with Sheriff Judd fees.
  - Abide by the rules, guidance, and instruction of Jeepin' with Sheriff Judd.
  - **Adhere to CDC guidelines regarding COVID-19 as outlined on the CDC website: [www.cdc.gov](http://www.cdc.gov).**
6. I also hereby give my consent to Jeepin' with Sheriff Judd and any other media outlets to use photographs and video images in their publications and website of me as well any passengers, friends, family and minors under the age of 18 who are with me in my vehicle. I acknowledge that since my participation in publications and websites produced by Jeepin' with Sheriff Judd and other media outlets is voluntary, and neither the minor children, my passengers nor I will receive financial compensation.

### **NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**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 RELEASEES 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 RELEASEES 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. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

UNDER PENALTY OF PERJURY, I ACKNOWLEDGE HAVING READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

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Vehicle

Owner/Driver

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Driver's Signature

Print Name

Date

**FOR A PARTICIPANT UNDER THE AGE OF 18 YEARS, BOTH PARENTS, THE PARENT WITH LEGAL CUSTODY OR THE MINOR'S LEGAL GUARDIAN MUST SIGN THIS RELEASE FORM AND WRITE THE WORD "MINOR" AND AGE NEXT TO THE MINOR'S NAME.**

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1<sup>st</sup> Passenger's Signature

Print Name

Date

(If minor, parent's, guardian's, or legal custodian's signature) (Minor's name and age)

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2nd Passenger's Signature

Print Name

Date

(If minor, parent's, guardian's, or legal custodian's signature) (Minor's name and age)

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3rd Passenger's Signature

Print Name

Date

(If minor, parent's, guardian's, or legal custodian's signature) (Minor's name and age)

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4th Passenger's Signature

Print Name

Date

(If minor, parent's, guardian's, or legal custodian's signature) (Minor's name and age)