

WAIVER OF LIABILITY SWAMP WALK

PLEASE READ CAREFULLY

In consideration of Big Cypress Gallery, L.L.C. (the "Company") furnishing services to enable me to participate in a swamp walk (the "Event"), I agree as follows:

I fully understand and acknowledge that: (a) outdoor recreational activities have inherent risks, dangers, and hazards, which I assume by participating in the Event; (b) my participation in the Event may result in injury or illness, including but not limited to, disease, strains, fractures, partial and/or total paralysis or other ailments that could cause serious disability and/or death,; (c) these risks and dangers may be caused by: (1) the negligence of the owners, employees, officers, or agents of the Company, (2) the negligence of myself and others (3) accidents, (4) breaches of contract, (5) forces of nature, (6) foreseeable and/or unforeseeable circumstances including, but not limited to, guide decision making. I acknowledge that falling, drowning and other such hazards are an integral risk when participating in recreational activities taking place in a wilderness, outdoor, or other such recreational environment; and that by participating in the Event, I hereby assume all such risks and dangers. I acknowledge that I am physically and mentally capable of participating in the Event and all activities involved therewith.

I, on behalf of myself, my personal representatives, and my heirs hereby knowingly and voluntarily release, waive, discharge, and agree to hold harmless, defend, and indemnify the Company and its owners, agents, officers and employees from claims, actions or losses for bodily injury, property damage, death, loss of services, or otherwise which may arise out of my voluntary participation in the Event.

Big Cypress Gallery will be photographing throughout the swamp walk. Big Cypress Gallery is able to use photos of you for our marketing materials. Big Cypress Gallery is not responsible for any personal items.

SIGNING MY APPLICATION FORM INDICATES I HAVE READ AND AGREED WITH THE ABOVE WAIVER AND RELEASE. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE COMPANY FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, AND DEATH.

Date: _____ Phone number for emergency purposes: _____

Participant's Name: _____

Participant's Signature _____

If under 18:

Name of Child: _____

Parent or Guardian (print) _____

Parent or Guardian (signature) _____