

FLORIDA  
PUTNAM COUNTY

# LUTHER SPRINGS CAMP AND RETREAT CENTER

## PARTIAL WAIVER AND RELEASE OF LIABILITY

### READ CAREFULLY BEFORE SIGNING

In consideration of Luther Springs furnishing services and/or equipment to enable me to participate in a variety of outdoor and recreational activities. I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers, and hazards and such exists in my use of outdoor recreational equipment, transportation to, and my participation in outdoor recreational activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death, or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature, or other causes. Risks and dangers may arise from foreseeable and unforeseeable causes including risks, hazards, and dangers that are integral to recreational activities that take place in a wilderness, outdoor, or recreational environment; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages.

I hereby agree and consent to my participation in each outdoor and recreational activity or retreat that is provided by or on behalf of Luther Springs for the age group in question (which may include, among other things, camping, hiking, canoeing, playground activities, and swimming). I, on behalf of myself, and my personal representatives hereby waive, release and discharge Luther Springs, its agents and employees, of any claim whatsoever that is not the direct result of active, foreseeable negligence on the part of Luther Springs and its respective agents and employees. I further waive, release and discharge Luther Springs for any claim arising from participation in any programs, service, or other outdoor and recreational activities.

The sole proper venue of any dispute that may arise out of this Waiver or Release or otherwise between the parties to which Luther Springs, or its agents is a party shall be the General Court of Justice, Putnam County, Florida. I understand and acknowledge that this Waiver and Release and any claim arising herein shall be interpreted pursuant to the laws of the State of Florida, which shall be controlling in all respects and at all times.

I HAVE READ THE ABOVE PARTIAL WAIVER AND RELEASE OF LIABILITY AND PARENTAL CONSENT AND BY SIGNING IT AGREE THAT IT IS MY EXPRESS INTENT TO EXEMPT AND RELIEVE LUTHER SPRINGS CAMP AND RETREAT CENTER AND NOVUSWAY INC. FROM LIABILITY FOR PERSONAL INJURY, PERSONAL PROPERTY DAMAGE OR WRONGFUL DEATH OTHER THAN CLAIMS THAT ARISE AS THE DIRECT RESULT OF ACTIVE FORESEEABLE NEGLIGENCE.

\_\_\_\_\_  
PARTICIPANT NAME (PRINT)

\_\_\_\_\_  
PROGRAM OR RETREAT DATES

\_\_\_\_\_  
SIGNATURE (If 18 years of age or older)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN  
(If less than 18 years old)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
City, State, Zipcode

\_\_\_\_\_  
**PLEASE BRING THIS FORM WITH YOU—TURN IT IN AT CHECK-IN**