GENERAL RELEASE AND COVENANT NOT TO SUE

I, _____, the undersigned, hereinafter Releasor, being a member of the Florida Trail Association (the "Association"), which has been issued a permit by the Seminole Tribe of Florida (the "Tribe") for the purpose of the Association's members hiking on and over the Big Cypress Seminole Indian Reservation, will attend and participate in a hike, hereinafter Event, to be conducted through the Tribe's Big Cypress Seminole Indian Reservation, hereinafter Premises, and in consideration of being permitted to attend and/or participate in said Event, does hereby voluntarily assume the risks and consequences of attending and participating in Event on said Premises.

I, Releasor, knowingly, freely, and voluntarily release, waive, acquit, and discharge the United States of America, the Seminole Tribe of Florida, The Seminole Tribe of Florida, Inc., and any of their Tribal Council members, Tribal Members, officers, directors, employees, agents, shareholders and volunteers together with their heirs, personal representatives, successors, assigns, (collectively "Releasees"), from liability to me, my representatives, assigns, heirs, and next of kin for all loss or damage, and any claims therefore brought by, or on behalf of, me on account of injury to my person, property, or resulting in my death.

Releasor agrees to indemnify Releasees from any loss, liability, damage, or cost Releasees may incur due to the presence of Releasor in or on the Premises and during participation in the Event, whether caused by negligence of Releasees or otherwise, or by persons who may be on the Premises, lawfully or otherwise.

Releasor assumes full responsibility for and risk of bodily injury, death, or property damage due to negligence of Releasees, or otherwise, while Releasor is in or on the Premises and while participating in said Event.

Releasor further acknowledges and agrees that the following restrictions and limitations shall apply to all Florida Trail Association, Inc. members and hikers, when hiking on Seminole Tribe of Florida lands:

a) **Adult members and adult members acting as parent(s) and/or guardian(s) of minors of The Florida Trail Association, Inc. are covered by this General Release and Covenant Not to Sue**
b) **Hikers shall remain within the designated trails, except to visit Billie Swamp Safari & Cafe, Big Cypress Landing, Ah-Tah-Thi-Ki Museum, and New Testament Baptist Church.**
c) **Hikers shall observe a strict "Leave No Trace" policy. All garbage and trash generated by hikers shall be removed from and carried off-reservation by the hikers using the "pack it in, pack it out" policy.**
d) **No open fires are permitted.**
e) **Possession of alcoholic beverages, controlled substances and firearms is strictly prohibited.**

Releasor agrees on behalf of himself/herself and his/her successors and assigns not to institute any action or suit at law or at equity against the Releasees, nor to assist in the institution or prosecution of any claim, demand, action or cause of action for damages, costs, loss of services, expenses, or compensation by any other reason or entity, and to indemnify and hold harmless Releasees from any and all claims brought by, or on behalf of himself/herself.

Releasor agrees that this General Release and Covenant Not to Sue is intended to be as broad and inclusive as permitted by the laws of the United States and the Seminole Tribe of Florida. If any portion of this Release is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releasor, being of lawful age, in consideration of being permitted to attend and participate in the Event on the Premises does for himself/herself, his/her heirs, executors, administrators, and assigns hereby release and forever discharge said Releasees, their heirs, administrators, and executors of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity, arising from or by any reason of any bodily injury or personal injuries, known or unknown, death and/or property damages resulting or to result from any accident which may occur as a result of attendance and participation in said Event conducted on the Premises by the Florida Trail Association whether or not by negligence.

Releasor further states that he/she has carefully read the above Release, that Releasor knows the contents of this Release, understands this Release, agrees to be bound by its terms, and signs this Release as his/her own free act.

This Release contains the entire agreement between the parties to this Release and the terms of this Release are contractual and not a mere recital.

This Release is executed on _____, 20_____ by _____, referred to as Releasor, County of_____, State of_____. Phone No. (_____)_____.

SIGNATURE OF RELEASOR:

_____
Signature

_____
Print Name

WITNESSES:

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name