

Florida Cracker Ranch, Inc.
P.O. Box 2993
Telephone: 386-864-3856
www.FloridaCrackerRanch.com
Bunnell, Florida 32110-2993

ADULT 18 YEARS OF AGE OR OLDER
COVENANT NOT TO SUE, RELEASE, ASSUMPTION
OF RISK AND INDEMNITY AGREEMENT

In consideration of being allowed on the real property managed by Florida Cracker Ranch, Inc., located at the end of E CR 202, Flagler County, Florida, consisting of parking areas, trails, camping areas, and lakes (the "Club"), for the purpose of engaging in recreational activities consisting of riding ATVs and other approved vehicles, camping, hiking, running, jogging, biking, picnicking, fishing, sightseeing and spectating ("Activities"), the undersigned, agrees as follows:

SECTION ONE.
RELEASE OF LIABILITY

I do now remise, release, acquit, satisfy and forever discharge the following named "**Releasee**" and their shareholders, officers, directors, agents, employees, (collectively, "Releasee") from all actions, causes of action, suits, contracts, controversies, promises, variances, agreements, trespasses, damages, judgments, executions, claims and demands whatsoever in law or in equity, which I ever had, now have or may have in the future, or which any personal representative, successor, heir or assign of mine in the future can, shall or may have, for any reason or cause whatsoever, including but not limited to any and all claims, causes of action, suits, controversies or demands arising out of or relating in any fashion whatsoever to my physical presence at the Club or my participation in Activities at the Club:

Releasee:

M. Swayne Strickland, Marvin R. Strickland, Betty Jo Strickland, Shannon S. Strickland, Stephen D. Strickland, Cracker Swamp Land Trust, & Land Trust dated November 28, 1989, Florida Cracker Ranch, Inc., Dupont Land Trust, Dupont Landholding, LLC., Ag One Land Trust, AG Two Land Trust, Ag One, LLC, Airplane Holdings, LLC, Airplane Holdings Land Trust, Double Curve Land Trust, Samuel E. Cline, Scott D. Sowers, Thomas Hunt, Nichole S. Brose, and their agents, shareholders, officers, directors, servants and employees.

SECTION TWO.
COVENANT NOT TO SUE

I covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasee arising out of or in any way related to my physical presence at the Club or my participation in Activities at the Club.

SECTION THREE.
INDEMNITY AGREEMENT

I agree to indemnify, hold harmless, and defend Releasee from and against any and all claims, costs, expenses, or liability (including attorney's fees), attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property (including loss of use of property) caused by, arising out of, resulting from, or occurring in connection with any Activities I may engage in at the Club.

SECTION FOUR.
ASSUMPTION OF RISK

I undersigned that that the Club consists of raw forest lands roughly cleared for Activities that bear great risk and that are inherently dangerous. I understand that there are animals that freely roam the Club and that can cause great bodily injury, including death, to me. I assume full responsibility for any risk of bodily injury, death or property damage arising out of my physical presence at the Club, the Activities being engaged in at the Club by myself and all others, my participation in the Activities occurring at the Club whether caused by the negligence of the Releasee or otherwise. I acknowledge that no representations or warranties have been made to me by any person, including the Releasee, as to the condition of the lands or as to the risks involved in the use of said lands and that I am free to inspect the Club before my engaging in any Activities and that the Club is accepted by me in an "AS IS" condition without any reservation, limitation or warranty.

Signature: _____

SECTION FIVE.

TERM

This Covenant Not to Sue, Release, Assumption of Risk and Indemnity Agreement is in effect from the date of signing and continues for all future Activities within the Club for so long as the signatory hereon is a member of the Club and if not a member then for a continuous period of 365 days from the date of signing.

SECTION SIX.

SKILLS AND RULES

I certify that I am capable and skilled in the use of ATVs or other approved vehicles, if any, that I will operate in the Club. I acknowledge that I have read and are familiar with and also has agreed to obey and abide by the Rules of the Club that are posted on line at www.FloridaCrackerRanch.com and are posted at the front gate in the sign up area, and any other rules, regulations and directions of Florida Cracker Ranch, Inc., or any Club officials and all state, local or national laws or governmental regulations regarding the Activities to be engaged in at the Club.

SECTION SEVEN.

WAIVER

No officer, director, employee, agent, servant or other representative of Florida Cracker Ranch, Inc., is authorized to vary the terms and provisions of this document or to make any oral or written representation contrary to any provisions of this Agreement or otherwise in connection with the subject matter of this Agreement.

SECTION EIGHT.

PARTIAL INVALIDITY

If any provision or any portion of any provision of this Agreement, or the application of any such provision or portion of a provision to any person or circumstance, shall be determined to be invalid or unenforceable, then the remaining portion of such provision and the remaining provisions of this Agreement, or the application of such provision held invalid or unenforceable to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected by such determination.

SECTION NINE.

GOVERNING LAW; ATTORNEY'S FEES

The terms and provisions of this Agreement and any dispute arising in connection with this Agreement shall be governed by and construed in accordance with Florida law. The parties agree that the venue for any legal action filed in connection with this Agreement or arising out of my use of the Club shall be in the State Courts of Florida and only in Flagler County, Florida. In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including reasonable attorney's fees.

I HAVE READ THIS COVENANT NOT TO SUE, RELEASE, 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 A COMPLETE AND UNCONDITIONAL RELEASE OF RELEASEE TO THE GREATEST EXTENT ALLOWED BY LAW.

I have executed this Covenant Not to Sue, Release, Assumption of Risk and Indemnity Agreement on the ____ day of _____, 20 ____

Signature
Print Full Name: _____
Date of Birth: _____
Form of I.D. # _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20 ____, by _____ (name of person acknowledging).

(NOTARY SEAL)

(Signature of Notary Public-State of Florida)

(Name of Notary Typed, Printed, or Stamped)

___ Personally Known OR ___ Produced Identification/ Type of Identification Produced _____