

GENERAL LIABILITY RELEASE

This GENERAL LIABILITY RELEASE (the "**Agreement**") is made as of the date of execution by and between the below-signed Releasor and Releasee (each a "**Party**" hereto and collectively the "**Parties**").

IN CONSIDERATION of the promises made in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- 1. RELEASE.** Releasor hereby waives all claims and forever releases Releasee, including Releasee's successors, assigns, heirs, spouse, executors, representatives, employees, employers, agents, and insurers, of all claims, liabilities, demands, agreements, and causes of action of any nature, now known or unknown, based on any injury, loss, or damage to person or property that now exists or may arise from the Legal Matter defined below as full and final settlement, notwithstanding that such injury, loss, or damage may be due to Releasor's negligence.
- 2. LEGAL MATTER DETAILS.** The following legal matter involving the Parties gave rise to this Agreement (the "**Legal Matter**"): In consideration of the risk of injury while participating in photography/agritourism (the "activity), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and arising out of my participation in the activity, and do hereby release and forever discharge Cannon Farms, located at 11801 sw 180th avenue, Dunnellon, FL 3443, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned activity, including traveling to and from and event related to this activity.
- 3. NO ADMISSION OF LIABILITY.** The Parties agree that signing this Agreement is not an admission of liability, wrongdoing, or violation of law by either Party, and the Parties agree to never make a claim to the contrary.
- 4. GENERAL TERMS.** This Agreement will be binding on and inure to the benefit of the Parties and their respective successors, assigns, heirs, spouse, executors, representatives, employees, employers, agents, insurers, and anyone else who may claim through a Party. The terms of this Agreement are severable. This means that if any term of this Agreement is held to be invalid or unenforceable, then the remaining terms will continue to remain valid and enforceable. This Agreement represents the entire agreement between the Parties and

supersedes any and all prior oral or written agreements. This Agreement may not be modified except by the written consent of both Parties. This Agreement will be governed and construed according to Florida law and will be broadly construed to release Releasee from liability to the maximum extent permitted by the applicable law. Any and all statutory provisions that would operate so as to limit the liabilities released under this Agreement are hereby waived.

5. ACKNOWLEDGEMENTS

- a. RELEASOR UNDERSTANDS THAT BY SIGNING THIS AGREEMENT RELEASOR IS FOREVER GIVING UP ANY LEGAL RIGHTS THAT RELEASOR MAY HAVE TO SUE OR OTHERWISE CLAIM AGAINST RELEASEE FOR ANY INJURY, LOSS, OR DAMAGE TO PERSON OR PROPERTY THAT NOW EXISTS OR MAY ARISE FROM THE LEGAL MATTER DESCRIBED HEREIN.
- b. Releasor acknowledges and agrees that Releasor is signing this Agreement with the express intention of also releasing Releasee's insurer, if any, from all claims and causes of action of any nature that now exists or may arise from the Legal Matter.
- c. Releasor understands and acknowledges that Releasor may have suffered damages, losses, or injuries to person or property during the Legal Matter that remain currently unknown and that by signing this Agreement Releasor is releasing these unknown claims.
- d. Each Party is signing this Agreement voluntarily and free of duress, and each Party has fully read and understood this Agreement and has had an opportunity to seek independent legal advice concerning this Agreement prior to signing.

RELEASOR INFORMATION

Releasor Name: _____

Releasor Address: _____

Releasor Signature: _____ Date: _____

RELEASEE INFORMATION

Releasee Name: _____

Releasee Address: _____

Releasee Signature: _____ Date: _____

Help Guide

A "waiver and release of liability" is a general term that encompasses many different types of releases commonly used. That's why we help you customize your release for your specific circumstances. This might include a vehicle damage or auto accident release, property damage release, personal injury release, sports participation release, activity or event release, photo and media release, debt settlement release, or other types of liability releases.

These releases allow one or both parties to be released from liability (legal responsibility) for the event or matter at hand. The parties being released from liability are normally called "releasees," while the parties doing the releasing are called "releasers." However, the party names may change depending upon the type of release being used. For instance, in an activity or event release, one party may be called the "participant" and the other party the "activity provider."

How Does a Liability Release Work?

While the terms "waiver" and "release" have slightly different meanings legally, they are often used interchangeably whenever a party is agreeing to give up their legal rights in regards to a particular matter. For instance, in a personal injury release, the injured party agrees not to sue or make any claims against the other party involved. The other party usually pays the injured party in return for signing the release. This allows the injured party to be compensated without the other party admitting liability for the injury.

However, parties can also sign a release without paying each other. Depending on the type of release, both parties may choose to mutually release each other from liability. This often occurs with vehicle damage releases, property damage releases, personal injury releases, and similar liability releases.

Who Is Released from Liability?

While the releasee is always released from liability, other parties can be included as well. Again, some releases allow both parties to be mutually released from liability. Also, the releasee's insurer, successors, assigns, heirs, spouse, executors, representatives, employees, employers, and agents are commonly released. Your document will likely include some or all of these. Including these terms will help ensure that the releasor cannot make any legal claims against the individuals and entities that are related to the releasee. For instance, if a customer is injured while in a store. The store will want to make sure that any employees, contractors, volunteers, and other store representatives will not be held liable.

When Should I Complete a Release?

Many releases are signed regarding an event or dispute that has already occurred or a contract that has already been signed—for example, after a car collision or injury. Similarly, a debt settlement release is used after a debt has arisen in order to release the debtor from responsibility for some or all of the outstanding balance owed. Often this is in exchange for the debtor making one final payment under the terms of the release. Importantly, any payment required by a release is not an admission of liability by the party making the payment.

Other releases are completed before engaging in a sport, activity, or event. Activity providers that host or organize activities that could result in personal injury or property damage need to have their participants sign a release exculpating the activity provider from liability if a participant gets hurt or their property gets damaged. Activity providers should always use releases for activities like sports competitions, school field trips, hunting, rafting, bungee jumping, skydiving, laser tag, escape rooms, and other recreational activities with a risk of personal injury or property damage.

Checklist

Step 1: Answer Key Questions

Complete your release using our quick and easy form wizard. We provide helpful guidance along the way and customize your document for your particular circumstances. Depending on the type of release you need, you may need to provide information about the parties, indicate who will be released, describe the event or legal matter at hand, or provide details about any payment between the parties.

Step 2: Review and Sign

Read through your completed document making sure that you understand it. Also, make sure that there are no errors or omissions. You may edit the text of your document by downloading it in .docx format and opening it in Microsoft Word or Google Documents.

With sports and activity releases, usually only the athlete or participant needs to sign. This is because the activity provider is not agreeing to undertake any obligations under the release. Instead, all of the promises are being made by the athlete or participant.

With other releases, both parties involved will need to sign and date where indicated at the end of the document. It is not necessary for the parties to sign the release at the same time. Electronic signatures are acceptable.

Step 3: Store Copies

Store the signed copy in a safe location. We recommend always storing a digital file, even if the original signed version is a hard copy.

Step 4: Complete Related Documents

See our [complete document library](#) for other quick and easy legal documents that can provide you with additional legal protection in the future.