

**CORNETT'S SPIRIT OF THE SUWANNEE, INC.**  
**3076 95<sup>th</sup> Drive Live Oak, Florida 32060**

**Warning Notice, Release, Hold Harmless, Waiver of Liability, and Covenant Not to Sue**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS SIGNIFICANT LEGAL CONSEQUENCES. YOU MAY WISH TO CONSULT WITH AN ATTORNEY BEFORE SIGNING.**

In order to visit the Spirit of the Suwannee Music Park® ("Park"), each person over the age of eighteen (18) must read and agree to this Warning Notice, Release, Hold Harmless, Waiver of Liability and Covenant Not to Sue (the "*Policy*"). Any parent or natural guardian responsible for, and accompanied by, any minor person under the age of 18 who signs this Policy also signs on behalf of each such minor or minors.

Prior to gaining entrance to the Park, each person or guest (parent or guardian) acknowledges the following and expressly assumes the risk of the following conditions:

**Acknowledgements**

1. The Park consists of hundreds of acres along the Suwannee River in a rural area of Suwannee County, Florida. Park features include paved and unpaved roads; marked and unmarked horse, bike, and walking trails; lakes, ponds and the Suwannee River, which holds known and unknown risks including animal wildlife, concealed natural hazards, and fluctuating depths; commercial buildings such as offices, a general store, a restaurant/bar/music hall, conference facilities, chapels, treehouses, and mobile homes; stages and viewing areas; pavilions; playgrounds; a disc golf course; horse stalls, paddock, and fields containing horses; water wells; a swimming pool with no lifeguard on duty at any time; a sewage treatment plant/lagoon; a LP gas filling station; and various utility infrastructure such as high-voltage electric lines, and secondary power lines/transformers, a fiber-optic line, water lines, and sewer lines. During special events such as festivals, seasonal events, and concerts, temporary features are added including portable stages, tents, recreational vehicles, art and lighting installations, portable bathrooms, portable vending tents and booths, food trucks, and first aid tents.
2. Cornett's Spirit of the Suwannee, Inc. ("Spirit") leases the Park from James Cornett, and operates a recreational vehicle park/campground, restaurant, music hall, beach cabana bars, golf cart rental service, general store, propane filling station and other amenities. Spirit also hosts various special events, including music festivals, holiday celebrations, family events, and conferences. Sometimes, Spirit enters license agreements with promoters for music festivals on part of the property; promoters add temporary infrastructure, facilities and activities, adding additional safety risks.
3. The Park's expansive acreage and its alignment with the Suwannee River prevents complete security of Park property. There is no fence or man-made boundary securing the Park's border to the Suwannee River at all points, and natural hazards such as sand, falling rocks, rising and falling river depths, tree limbs, brush, as well as other hazards not mentioned, reduce stability along the edge of Park property and the Suwannee River. Additionally, it is possible for unadmitted persons to gain entry without permission by circumventing Park checkpoints and entering through an unsecured area. Any person choosing to enter the Park and signing this form acknowledges it is not feasible for the Park to completely secure Park property and acknowledges and expressly assumes any and all risks that arise as a result of a person without permission entering the Park including the risk of domestic or international terrorism; assault and battery; lewd or lascivious behavior; threats of violence, including violence centered around a person's race, gender, or sexuality; drunk and disorderly conduct; and any additional crowd pushing or danger as a result of an increased capacity.
4. Attending or entering the Park during an outdoor music festival or participating in camping or outdoor recreational activities has inherent safety risks including, but not limited to, the throwing of objects; loud amplified sounds of long duration; bright lights including strobe and laser; exposure to intoxicants and to intoxicated persons; excessive celebrations including totems; crowds and difficulty moving around; unruly behavior; motor vehicle, golf cart and bicycle traffic, inclement weather, including lightning, high winds, hail, heavy rain, dust, heavy smoke, fire, haze, and additional remaining hazard from previous inclement weather events such as fallen tree limbs, branches, trees themselves, or brush; tripping on natural/man made objects and terrain; insect/animal bites, including venomous snakes, ticks, and bats; drowning in the pool, lake, pond, or river; poisonous plants; falling objects, trees, limbs projectiles; viruses and infectious diseases such as Covid-19; remoteness from medical treatment; and other risks of injury, accident, illness or death. Every guest is free to leave the Park if he or she does not feel safe or is not willing to assume all of the risks of being at the Park.
5. Attending or entering the Park during an outdoor music festival or participating in camping or outdoor recreational activities carries an inherent risk of exposure to people, activities, beliefs, and conduct which may be personally offensive or may be deemed offensive to the average person including persons in non-traditional dress or partial nudity; totems, flags, or clothing containing content which may offend religious, political, or personal beliefs; persons engaging in sexual activity; drunk and disorderly conduct; drug or alcohol abuse; otherwise lewd or lascivious behavior; threats of violence, including violence centered around a person's race, gender, or sexuality; and filming and flash photography.
6. Everyone has an obligation to consider his or her own health and medical conditions, and to consult with a medical professional to determine whether or not to visit the Park or to engage in any activities at the Park, including the consumption of any intoxicants, eating, drinking, or smoking anything and being in crowds or camping in a remote, natural setting.
7. Everyone has an obligation to consider what personal protective equipment to bring to the Park and to use, including, but not limited to: a face covering that covers one's nose and mouth to help protect from airborne viruses (such as Covid-19), dust, smoke and other particles (e.g. an N-95 mask); eye protection such as sunglasses; hearing protection from loud amplified music; proper clothing and foot-ware to help protect against sunburn, biting insects, exposed tree roots, broken glass and metal objects; and proper head protection such as a helmet when riding a bicycle, motorcycle, horse, or other conveyance.
8. Everyone should understand that the Park is in a remote location and medical facilities are located in distant cities such as Lake City, Jacksonville, Gainesville, Tallahassee, and Valdosta, Georgia. Additionally, Emergency Medical Services may experience delays due to decreased capacity as a result of the Park's location and during an event at the Park, Emergency Medical Services may experience delays entering the Park or otherwise reaching an injured guest, independent contractor, or volunteer due to crowds and efforts to ensure the safety of all guests. Typically, during music festivals, the Suwannee County EMS has a first aid station on-site but it is only capable of treating very minor injuries and no doctor is on duty.

**IN CONSIDERATION FOR BEING ALLOWED ON PARK PROPERTY THE UNDERSIGNED, MINDFUL OF THE ACKNOWLEDGEMENTS ABOVE, I, FOR MYSELF, MY HEIRS, MY EXECUTORS AND MY ASSIGNS HEREBY:**

\*RELEASE Cornett's Spirit of the Suwannee, Inc., its agents, employees, officers, directors, contractors or volunteers; and James Cornett, individually (collectively "SOSMP"), FOR ANY LIABILITY OR RESPONSIBILITY IN ANY WAY FOR PERSONAL INJURY OR DEATH, OR OTHER DAMAGES TO ME INCLUDING PROPERTY DAMAGES, OR MY FAMILY, HEIRS, OR ASSIGNS WHICH MAY OCCUR FROM MY BEING ON THE PARK'S PROPERTY OR ENGAGING IN ANY ACTIVITY THERE, WHICH MAY BE DUE OR IN PART TO HAVE BEEN CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF SOSMP. THIS INCLUDES BOTH ACTIVE AND PASSIVE NEGLIGENCE, AS WELL AS ANY LIABILITY FOR NEGLIGENT FAILURE TO ADEQUATELY WARN WHICH MIGHT OTHERWISE HAVE AS A CAUSE OR ACTION OR LAWSUIT AGAINST SOSMP.

\*EXPRESSLY ASSUME THE RISK OF ANY INJURY OR DEATH WHICH MAY BE ASSOCIATED WITH MY PRESENCE AT THE PARK INCLUDING, BUT NOT LIMITED TO, ANY INJURY OR DEATH ARISING OUT OF THE INTENTIONAL OR NEGLIGENT CONDUCT OF PARK GUESTS OR INDEPENDENT CONTRACTORS PRESENT ON PARK PROPERTY, ANY INJURY OR DEATH ARISING OUT OF WEATHER RELATED HAZARDS

HAVING ARISEN BEFORE OR DURING ANY ENTRANCE INTO THE PARK, ANY INJURY OR DEATH ARISING OUT OF ANIMAL OR PLANT WILDLIFE LOCATED ON PARK PROPERTY, ANY INJURY OR DEATH ARISING OUT OF KNOWN OR UNKNOWN MANMADE OR NATURAL HAZARDS, AND ANY INJURY OR DEATH ARISING OUT OF INFECTIOUS DISEASE OR VIRUSES.

\*INDEMNIFY AND HOLD HARMLESS SOSMP FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION BY WHOMEVER MADE AND HOWEVER PRESENTED.

\*AM AWARE THAT THIS WARNING NOTICE, RELEASE, WAIVER OF LIABILITY AND COVENANT NOT TO SUE IS A LEGAL CONTRACT BETWEEN MYSELF AND SOSMP: I AM GIVING UP SIGNIFICANT LEGAL RIGHTS IN EXCHANGE FOR BEING ABLE TO VISIT THE PARK OR TO ENGAGE IN ANY ACTIVITY AT THE PARK.

\*Agree to promptly notify the Park office in person or by telephone (386)364-1683 if I become aware of any potential dangerous or hazardous condition involving lack of sanitation, the health or conduct of another person; or I will call 911 in case of emergency.

\*Acknowledge that should medical treatment be required for any injury, that I and/or my own insurance company shall pay for all such costs, expenses and deductibles.

\*Consent to doing business with Cornett's Spirit of the Suwannee, Inc., and James C. Cornett under the provisions of § 668.50 Florida Statutes, the Uniform Electronic Transaction Act.

\*Agree that this document shall be construed under Florida law, that any proceedings hereunder shall be held in State court in Suwannee County, Florida, that the prevailing party shall be entitled to an award of court costs and attorney's fees, and that the right to a trial by jury and class action is specifically waived.

**THIS DOCUMENT CONTAINS A RELEASE OF LIABILITY FOR NEGLIGENCE**  
**PLEASE READ IT CAREFULLY BEFORE SIGNING**

Your Name (please print clearly): \_\_\_\_\_

Child's Name(s): \_\_\_\_\_

Child's Name(s): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip/postal code: \_\_\_\_\_ Country: \_\_\_\_\_ Your Cellular Telephone: \_\_\_\_\_

YOUR EMAIL ADDRESS: (please print clearly): \_\_\_\_\_

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF CORNETT'S SPIRIT OF THE SUWANNEE, INC. AND ITS OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES OR VOLUNTEERS OR JAMES CORNETT ("SPIRIT/CORNETT") USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM SPIRIT/CORNETT IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SPIRIT/CORNETT HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I acknowledge that I am over the age of 18, and that I have read, understand, acknowledge, have had the opportunity to consult with legal counsel of my choice, and fully agree to all of the above on behalf of myself and my child/children or any child/children who I am a legal guardian for.

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_ 03/07/24