RELEASE

THIS RELEASE is executed on this _____ day of _____ 20____, by _____, individually and as a parent and/or guardian (Releasor), for _____, a minor, of _____ (Address), (City, State, Zip), in favor of the State of Mississippi Department of Wildlife, Fisheries, and Parks, ("MDWFP" or "Releasee").

I, Releasor, being of lawful age, both for myself individually and as parent and/or guardian of _____, the above-named minor, and in consideration of said minor being permitted to participate in a **Synchronous Firefly Guided Tour** offered through the MDWFP at **Wall Doxey State Park**, do for myself and on behalf of said minor, my spouse, my heirs, executors, administrators, assigns, and successors in interest, hereby, release and forever discharge the State of Mississippi, Department of Wildlife, Fisheries, and Parks, and any of their heirs, administrators, executors, and successors in interest, of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries known or unknown, death, or property damage resulting or to result from any accident which may occur as a result of my, or the named minor's participation in the **tour**, or any activities in connection with the **tour**, whether as the result of negligence on the part of the Releasee or not.

Releasor, individually and as a parent and/or guardian for the above-named minor, hereby assumes full responsibility for the risk of bodily injury, death, or property damage due to the negligence of the Releasee or otherwise, while the above-named minor is engaged in the **tour**.

Releasor, individually and as a parent and/or guardian for the above-named minor, further releases all employees, officers, independent contractors, or other agents of the Releasee, professionals, guests, or other persons, from any claim whatsoever on account of first aid, treatment, or other service rendered to the above-named minor during his/her participation in the **tour**.

Releasor, individually and as a parent and/or guardian for the above named minor, expressly agrees that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Mississippi, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Releasor, individually and as a parent and/or guardian for the above named minor, finally states, avers, and affirms that he/she has carefully read the foregoing release and knows the contents thereof and has signed this release as his/her own free act and on behalf of said minor.

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

IN WITNESS WHEREOF, Releasor has executed this release at _____, Mississippi on the date above first written.

_____ _____

Releasor Witness