

Select Year: 2011

The 2011 Florida Statutes

[Title XLIII](#)
DOMESTIC RELATIONS

[Chapter 744](#)
GUARDIANSHIP

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744.301 Natural guardians.—

(1) The mother and father jointly are natural guardians of their own children and of their adopted children, during minority. If one parent dies, the surviving parent remains the sole natural guardian even if he or she remarries. If the marriage between the parents is dissolved, the natural guardianship belongs to the parent to whom custody of the child is awarded. If the parents are given joint custody, then both continue as natural guardians. If the marriage is dissolved and neither the father nor the mother is given custody of the child, neither shall act as natural guardian of the child. The mother of a child born out of wedlock is the natural guardian of the child and is entitled to primary residential care and custody of the child unless a court of competent jurisdiction enters an order stating otherwise.

(2) Natural guardians are authorized, on behalf of any of their minor children, to:

- (a) Settle and consummate a settlement of any claim or cause of action accruing to any of their minor children for damages to the person or property of any of said minor children;
- (b) Collect, receive, manage, and dispose of the proceeds of any such settlement;
- (c) Collect, receive, manage, and dispose of any real or personal property distributed from an estate or trust;
- (d) Collect, receive, manage, and dispose of and make elections regarding the proceeds from a life insurance policy or annuity contract payable to, or otherwise accruing to the benefit of, the child; and
- (e) Collect, receive, manage, dispose of, and make elections regarding the proceeds of any benefit plan as defined by s. [710.102](#), of which the minor is a beneficiary, participant, or owner,

without appointment, authority, or bond, when the amounts received, in the aggregate, do not exceed \$15,000.

(3) In addition to the authority granted in subsection (2), natural guardians are authorized, on behalf of any of their minor children, to waive and release, in advance, any claim or cause of action against a commercial activity provider, or its owners, affiliates, employees, or agents, which would accrue to a minor child for personal injury, including death, and property damage resulting from an inherent risk in the activity.

(a) As used in this subsection, the term “inherent risk” means those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the activity and which are not eliminated even if the activity provider acts with due care in a reasonably prudent manner. The term includes, but is not limited to:

1. The failure by the activity provider to warn the natural guardian or minor child of an inherent risk; and