**2016 Naples Spearfishing League Lionfish Derby**

**May 28-29 @ Tavern on the Bay**

**Weigh in starts PROMPTLY at 4pm May 29th**

**Shooting regions are South of Captiva island and North of Dry Tortugas. NO ATLANTIC WATERS WHAT-SO-EVER!**

***\*\*Each team print & initial each page & submit ONE waiver total\*\****

**Please review rules before filling out waiver!**

**Waiver**

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

Please be advised that you may be giving up valuable legal rights by signing this document. If you do not understand your legal position by signing this document, you should consult with an attorney. Agreeing electronically with this document indicates your agreement with all items, regardless if one or more items is not checked. Participation in the 2016 Naples Spearfishing League Lionfish derby, is conditioned upon your execution of this waiver. If you, or your legal guardian, do not sign this document, you are NOT granted the right to be a participant of the 2016 Naples Spearfishing League Lionfish Derby. I hereby acknowledge that I have voluntarily applied to participate in activities known as the “2016 Naples Spearfishing League Lionfish Derby” conducted by Naples Spearfishing League (NSFL).

**A.DEFINITIONS.**

 **1)** In the context of this document the word “I” shall mean me, my family members, heirs, survivors, personal representatives, estate, wards, legal guardian, attorneys in fact or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian on behalf of another person, than it shall mean me, my ward’s heirs, survivors, personal representatives, estate, attorneys in fact, legal guardian, or anyone else who may act on behalf of my ward or principal.

**2)** Naples Spearfishing League (NSFL): Although the Lionfish Derby is run exclusively by the Naples

Spearfishing League, in the context of this document “NSFL” shall mean Naples Spearfishing League, it’s officers, members and volunteers, the Naples Spearfishing League Lionfish Derby, the Naples Spearfishing League Lionfish Derby sponsors, and any and all properties (including the Parrot Bar and Tavern on the Bay) where the Captain’s Meeting, Weigh-in, Award Ceremony and other Lionfish Derby events occur.

**3)** Diving: in the context of this document “diving” shall mean all activities associated with participation in, and travel to or from the 2016 Naples Spearfishing League Lionfish Derby, including without limitation freediving, apnea diving, SCUBA (self contained underwater breathing apparatus) diving, swimming, snorkeling, and spearfishing or any other form or method of the harvest, capture, observation or collection of marine life and related marine and land based activities. In consideration of NSFL allowing me the privilege of participating in the 2016 Naples Spearfishing League Lionfish Derby , and use of their facilities, if any, I agree, represent and warrant (as applicable) that:

**B. WAIVER AND ASSUMPTION OF RISK.**

**1)** Assumption of Exceptional Risk: I voluntarily assume all risk of injury to myself (“injury” shall herein include bodily injury, and /or damage to or destruction of or loss of my property, and/or my death) which arises from my participation in any form of diving or participation activities described in this Agreement, even when such injury is caused solely or in part by negligence of one or more Cosigners. (As used herein, a “Cosigner” means a person who has signed this agreement, and who is either a prospective NSFL member or a NSFL member in good standing at the relevant time.)

***I AM AWARE THAT PARTICIPATION IN THE 2016 Naples Spearfishing League Lionfish Derby AND RECREATIONAL AND/OR COMPETING SPEARFISHING AND/OR DIVING OR PARTICIPATION ARE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ALL RISK OF INJURY OR DEATH***. ***Especially handling Venomous Lionfish. It is assumed each participant is knowledgeable on handing practices while spearfishing lionfish and other fish***.

**2)** Cross Release of Liability: I hereby release every Cosigner and NSFL, NSFL members and Cosigners from any liability for injuries to me arising from my participation in diving, fishing or any related activities and which arise either wholly or in part as a consequence of the negligent acts or omissions of NSFL, and any NSFL members or one or more Cosigners.

**3)** Precondition of NSFL Membership; since every participant is expected to sign this agreement as a precondition for diving or participation in the 2016 Naples Spearfishing League Lionfish Derby, and all such participants are conclusively presumed to have signed this agreement. Because of this fact it is my expectation that this agreement will effectively free me from any liability to such persons, whether or not I can prove that they are, in fact, Cosigners, for my negligent acts or omissions (if there are any) which relate to or are connected to diving or participation.

**4)** Representations, Warranties and Assumption of Risk: I understand and agree that: (a) I and others with whom I will come in contact with or whom may interact with me in a manner that may relate to my safety will be attempting, performing or utilizing Diving or Participation such as attending travel to and from volunteering for and participation in land-based Lionfish Derby activities, (b) I understand that the dangers and risks of Diving or Participation include, but are not limited to: death, serious neck & spinal injuries which may result in complete or partial paralysis, psychological injury, brain damage, serious injury to virtually all internal organs, serious injury to all bones, joints, ligaments, muscles, tendon, ears, sinus cavities, and other aspects of the neurological system, vascular and/or musculoskeletal system, decompression sickness and serious injury or impairment to other aspects of my body, general health

and wellbeing. Diving or Participation may cause me to suffer the “bends.” Diving or Participation may or may not include the use of firearms and other lethal weapons or methods of harvest: These may prove harmful or fatal to me or others. I understand that the degree of risk of Diving or Participation may result not only in serious injury or death, but a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities and generally enjoy life. The risks of Diving or Participation described in this Agreement are not an exhaustive list, I assume any and all medical risk. (c) I understand that the success of my Diving or Participation depends upon the perfect or near perfect functioning of the equipment I and others will or may utilize as well as knowledge, skills, judgment, physical abilities, health, weather, sea conditions and countless other risks which I cannot control, nor others, and/or which I and others may not be aware of at this time. And that neither any such equipment, conditions, risks or persons, including myself be entirely depended upon to function perfectly or to act or occur predictability because each of them is subject to mechanical malfunction and operator error, random chance, and changes beyond my or others control or prediction. (d) I freely and voluntarily choose to assume **ALL** the risks inherent, know and unknown, involved with Diving or Participation, including but not limited to risk of equipment malfunction or failure to function which may result from some defect in design or manufacture, or from improper or negligent operation or use of the equipment and human error. (e) I understand weather conditions, the seaworthy state of any vessel, preparation of the captain, crew of passengers, and risks posed by marine life may change rapidly, may or may not be predictable, may be beyond my control and that NSFL, NSFL members and Cosigners are in no way responsible for my Diving or Participation, or for ensuring that any captain or crew involved in any way in connection therewith complies with applicable laws or standards of conduct or safety. (f) I understand NSFL’s or Consigner’ decision(s) to schedule, postpone, delay, initiate, start or NOT cancel, delay, postpone, schedule or start any Diving or Participation Lionfish Derby or event of any kind does not act, and may not be deemed as any endorsement, representation, opinion, advise, or assurance of any kind that such Diving or Participation should or should not be engaged in at that particular time or at any time in the future. Such decisions are solely my responsibility. (g) I understand NSFL and it members are not, for purposes of this Agreement, manufacturers, maintenance providers, re-sellers, not make any warranties of any kind relating to the fitness for particular purpose or safety of any item, equipment or Lionfish Derby prizes, or is otherwise in the chain of distribution for them. The item, equipment or the Lionfish Derby prizes I may receive are either gifts from sponsors or are sold or provided to me by third parties and NSFL is, if it ever has physical custody of such items, on a temporary custodian of the item.(h) I understand NSFL is in no way whatsoever a supplier of air, NITROX or any other gas mixture and is not responsible to me in any way whatsoever for my use or failure to use any such gas. (i) I understand NSFL is not responsible in any way for training me or preparing me for diving or Participation. This is not, and will not be deemed to be, any teacher/student or instructor/trainee relationship between me and NSFL. I do not hold NSFL out or consider them to be in a position of superior knowledge or expertise regarding Diving or Participation. (j) I understand NSFL owns no fiduciary duties to me or any duty of care relating to my Diving or Participation. I am not by virtue of my Diving or Participation an agent or employee of NSFL or any Cosigner, nor is NSFL or any Cosigner any agent or employee of mine. (k) I understand if I am a minor (under the age of 18) or am not my own legal guardian for any reason (collectively, a “minor”), the person executing this Agreement on my behalf has the authority under applicable law to do so and is personally responsible for me in all respects in connection with my Diving or Participation. **If I am a minor or under the age of 21 years of age, I will not drink alcohol prior to, during or after Diving or Participation.** (l) I understand if I consume alcohol or drugs of any kind prior to, during or after Diving or Participation, I do so solely at my own risk.

(m) I agree that while this event may be located in and around various establishment and/or vehicles in which alcoholic beverages may be served or consumed, if I enter such areas, I am at least 21 years of age or I will be accompanied by a parent or legal guardian, and that I am not required to consume such beverages. In the event that I do consume alcoholic beverages, all of the persons and entities mentioned above whom, through negligence or carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, wards, or assigns) are not liable for my actions during or after the event. I hereby covenant not to sue and agree to assume those risks and release and hold harmless all of the persons and entities mentioned above who, through negligence or carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, wards, or assigns) for damages. I agree to accept and abide by the rules and regulations of the event as established and provide to me and to obey the directions of the designated officials and all state and local laws, including traffic laws. (n) I understand I

am solely responsible for my own preparation for and perform and of Diving and Participation. I have consulted with Physicians and other medical advisors (of whom none are NSFL) and, taking into account their advice have made my own determination whether I will engage in Diving or participation. (o) I understand NSFL is not responsible to me or any others for providing any form of medical care, search and rescue, vessel assist, or any other aid or assistance whatsoever. I understand that Diving or Participation may take place under conditions or at locations that place me and other out of reach of, or subject to delay in obtaining medical care, rescue or transport. (p) I understand and I agree to pay any reasonable cost to repair or replace and NSFL equipment lost or damaged by myself or through my actions, whether by accident or negligence, at or through my Diving or participation. The determination of whether to replace or repair damaged equipment shall be made by the owner of such equipment.

(q) I understand and recognize that there may be diving or fishing practices or rules which others might consider necessary or prudent for safe diving and fishing and which have not been adopted or which are not enforced by either NSFL, any Cosigner or one or more NSFL members, officers or divemasters. I will not hold NSFL or any NSFL member or Cosigner acting in any capacity whatsoever, to enforce or adopt any particular rule or practice. This includes but is not limited to: a failure to enforce the “Buddy System”, a failure to require the use of any particular item of diving equipment, a failure to adopt or enforce a policy of canceling dives or fishing due to marine, atmospheric or other dangers, a failure to require any minimum level of diving or fishing expertise or experience for Cosigners, NSFL members or prospective NSFL members participating in a NSFL activity. (r) I understand and recognize that one or more NSFL members NSFL or any Cosigner or their parties my negligently omit to give me information or

may give me false or misleading information pertaining to difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that NSFL or one or more NSFL members, other Cosigners or third parties may negligently approve of my preparation or planning for a dive or my equipment. I agree that, despite any accurate or inaccurate information I receive or learn from anyone other than myself, or fail to receive, **I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment condition or my complement of equipment and my manner of wearing or using my equipment is sufficient for the dive I intend to make**, (s) I fully understand and recognize that diving solo or having a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to themselves or to me (including failing to return to a regulator once it is offered to them), or a panicked buddy might

hold me underwater without air even to the point where I might drown either near or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me or if I use one. (t) Since I understand and recognize that any assistance I might give to a diver or other person in water results in or may result in additional risk to myself, I do not want to be obligated to assist any diver or other person, including my buddy, in any way, whether in or out of the water. I agree that NSFL and any Cosigners have the same freedom. Thus, in order to herby obtain benefit of a similar express release from NSFL, NSFL members and any Cosigners, I agree that neither NSFL nor nay Cosigner is under any obligation to assist me in any way whatsoever, either in or out of the water, or to offer me air even when I request it, or to stay with me during a diving activity, or to look for me if we become separates. I release all NSFL and any Cosigner from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

**5)** No Oral Modifications: This Agreement can not be modified by the parties by any means unless such modifications are made in writing. Attached to and referenced on this Agreement, and signed by a duly authorized representative of NSFL (President or Vice President.)

**6)** Covenant Not To Sue: I, my heirs, distributes, executors, administrators, guardians, legal

representatives and assignors, exempt and release the NSFL and all Cosigners, their officers, directors, agents, employees, representatives, servants or shareholders, nor to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, distributes, executors, wards, principals or administrators, hereafter may have by reason of injury to my person or my property directly or indirectly arising from or related to the activities contemplated by or the risks described in this Agreement (including but not limited to Diving or Participation).

**7) Indemnity Against Claims**: I hereby agree that my heirs, distributes, executors, administrators, guardians, legal representatives and assignors will indemnify, save and hold harmless the NSFL and all Cosigners, their officers, directors, agents, representatives, servants, employees, attorneys, business advisors and shareholders, conducted from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any persons or organizations arising directly or indirectly from my Diving or Participation or participation in any other activities in connection with, sponsored by or for NSFL or Cosigners.

**8)** Continuation of Obligations: I agree and acknowledge that the terms and conditions of this

Agreement shall continue in full force and effect now and in the future at all time during which I

participate either directly or indirectly in Diving or Participation or in any other activity in connection with, sponsored by, or for NSFL or Cosigners, and shall be binding upon my heirs, distributes, wards, principals, family members, executors, administrators, guardians, legal representatives and assignors of my estate.

**9)** Broad interpretation: this Agreement is intended to be a broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or part of any provision of this Agreement is held to be invalid or legally enforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

**10)** Exemption from Liability: without limiting any of the foregoing, I, my heirs, distributes, executors, administrators, guardians, legal representatives, wards, principals and assignors, exempt, indemnify, defend, hold harmless and release NSFL and all Cosigners, their officers, directors, agents, representatives, servants, employees, and shareholders from any and all liability, claims, demands or actions or causes of action from any and all direct, indirect, vicarious and any other form or liability, claims, demands or actions or causes of action whatsoever arising out of physical, emotional, economic, non-economic damages, loss or injury to me or my property while participating in any of the activities contemplated by the Agreement (including without limitation Diving or Participation), or otherwise relating to risks described in this Agreement, whether such loss, damage, or injury results from the negligence of any person or business or any other cause, omission or occurrence.

**11**) I shall assume any and all liability and risk associated with diving with and/or spearing lionfish in the 2016 NSFL Lionfish Derby.

**12)** In further consideration of the acceptance of my application for entry in the “2016 Naples

Spearfishing League Lionfish Derby,” I hereby grant full permission to the Naples Spearfishing League (NSFL), and/or agents authorized by the promoters to use, reproduce, copy license or sell photographs, videotapes and any other record of the “2016 Naples Spearfishing League Lionfish Derby,” including my name, likeness and/or voice for any purpose. By indicating your acceptance of this Agreement and Waiver, you are affirming that you:

HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THIS AGREEMENT AND I HAVE SIGNED IT OF MY OWN FREE WILL. YOU UNDERSTAND THAT PARTICIPATION IN THE EVENT IS POTENTIALLY HAZARDOUS AND THAT A REGISTERED PARTY SHOULD NOT PARTICIPATE UNLESS THEY ARE MEDICALLY ABLE AND PROPERLY TRAINED. YOU UNDERSTAND THAT EVENTS MY BE HELD OVER PUBLIC ROADS AND FACILITIES OPEN TO THE PUBLIC DURING THE EVENT AND UPON WHICH HAZARDS ARE TO BE EXPECTED. PARTICIPATION CARRIES WITH IT CERTAIN INHERENT RISKS THAT CANNOT BE ELIMINATED COMPLETELY RANGING FROM MINOR INJURIES TO CATASTROPHIC INJURIES INCLUDING DEATH. YOU UNDERSTAND AND AGREE THAT IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE EVENT, YOU AND ANY REGISTERED PARTY, THE HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF YOU OR THE REGISTERED PARTY DO HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ACTIVE FOR ANY AND ALL LIABILITY FROM ANY AND ALL CLAIMS ARISING FROM PARTICIPATING IN THE EVENT BY YOU OR ANY REGISTERED PARTY.

 **BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND IT TERMS. YOU UNDERSTAND THAT YOU ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE SIGNING THE AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

Printed Names of Participants Signatures of Participants

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If signing for a Junior (i.e. minor under 18), what is the name of Junior? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of Birth of Junior:  **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

You are affirming that you are guardian by virtue of (check one):

Top of Form

Biological or Adoptive Parent with full parental rights

Bottom of Form

Top of Form

Court appointed Guardian

Bottom of Form

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Witness Printed Name Witness Signature