



REEF SANCTIONED LIONFISH DERBY



2018 Sebastian Lionfish Fest
Captain Hiram's – Sebastian, FL
June 22-23, 2019



Mandatory Legal Waiver Form

Full Name: _____

Team Name: _____

Date: _____

BE ADVISED THAT THIS IS A WAIVER WHICH MEANS YOU WILL BE GIVING UP ALL LEGAL RIGHTS CONCERNING ANY COURSE OF ACTION AGAINST THE **SEBASTIAN LIONFISH FEST**, THEIR AGENTS, VOLUNTEERS, CORPORATE REPRESENTATIVES AND ALL INDIVIDUALS AFFILIATED WITH LIONFISH DERBY BY SIGNING THIS DOCUMENT. IF YOU DO NOT UNDERSTAND YOUR LEGAL POSITION BY SIGNING THIS DOCUMENT, YOU SHOULD CONSULT WITH AN ATTORNEY. PLEASE INITIAL NEXT TO EACH ITEM. YOUR SIGNATURE AT THE BOTTOM INDICATES AGREEMENT WITH ALL OF THE ITEMS, REGARDLESS IF ONE OR MORE OF THEM IS NOT INITIALED. IF YOU DO NOT AGREE WITH ALL OF THE ITEMS (PARAGRAPHS), DO NOT SIGN THE BOTTOM. PARTICIPATION IN THE LIONFISH DERBY IS CONDITIONED UPON YOUR EXECUTION OF THIS WAIVER. IF YOU DO NOT SIGN THIS WAIVER, YOU ARE NOT A PARTICIPANT IN THE LIONFISH DERBY.

DEFINITIONS:

1. **SEBASTIAN LIONFISH FEST:** Although the Derby is run by COASTAL CONNECTIONS INC, in the context of this document, SEBASTIAN LIONFISH FEST shall mean the directors, members, volunteers, officers, advisors of INDIAN RIVER COUNTY, COASTAL CONNECTIONS INC, REEF, FWC, CONTRIBUTING SPONSORS, and all owners of property where the Derby is headquartered, where the official counting occurs (CAPTAIN HIRAM'S), and all related acts.

2. **Diving:** In the context of this document, Diving shall mean free diving, snorkel diving, SCUBA diving, spear fishing, netting (or otherwise using any methods allowed under the rules) to harvest Indo Pacific Lionfish while in or on the water.

3. In the context of this document, the word "I" shall mean me, my heirs, survivors, assigns, representatives, estate, 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 of a registrant, then it shall mean my ward, me, my ward's heirs, survivors, assigns, representatives, estate, attorneys in fact, legal guardian, and anyone else who may act on behalf of my ward, principal, or minor.

WAIVER:

Initials: _____ I understand the inherent risks associated with diving. When harvesting fish, I understand that the risk of injury or death is even greater. I have read the Derby Rules and agree to comply with them completely and waive my rights as to this activity against the SEBASTIAN LIONFISH FEST.

Initials: _____ I understand that weather conditions may change rapidly, and that the SEBASTIAN LIONFISH FEST is not responsible for my decision to participate in this event. The SEBASTIAN LIONFISH FEST's decision to NOT cancel the Derby does not act as an endorsement of good weather or marine conditions. I will determine these conditions myself and assume all risks inherent with weather conditions.

Initials _____ I acknowledge that Indo Pacific Lionfish have venomous spines that can inflict a serious sting and/or cause serious injury or death. I will wear protective gloves when handling Lionfish, and make every effort not to touch the spines, even after the fish are dead. I accept full responsibility for my handling of Lionfish and for all risks associated with this inherently dangerous activity.

Initials _____ I hereby acknowledge that the SEBASTIAN LIONFISH FEST is in no way directing my activities, or otherwise acting as an advisor or principal. I assume all risks, not only associated with diving and harvesting Lionfish, but also boating and traveling.

Initials _____ I hereby acknowledge that not only can injuries and/or death occur from the risks of diving, but that diving is physically exerting. I agree that I am responsible for making decisions about my own physical condition in conducting these activities.

Initials _____ I hereby agree to waive my right to sue the SEBASTIAN LIONFISH FEST, SUPPORTING SPONSORS, CAPTAIN HIRAM'S, and any of its affiliates or assigned associates by participating in the Lionfish Derby, for any injuries, death, emotional distress, pain and suffering, and all other forms of economic and noneconomic damages and all claims and causes of action. I waive any and all claims. I will hold the SEBASTIAN LIONFISH FEST harmless from any claims brought on my behalf and agree to indemnify them in case of any claim made against them. Also, I hereby provide a full release for photo and television images.

Initials _____ I hereby acknowledge that in the event of any dispute pertaining to any activity associated with or arising out of the SEBASTIAN LIONFISH FEST the laws of State of FLORIDA apply. Venue of any dispute shall be in the court closest to the incident that has jurisdiction of this matter within INDIAN RIVER COUNTY, FLORIDA. I further acknowledge that in any event of a dispute, the prevailing party shall be entitled to attorney's fees and costs as awarded by any FLORIDA court.

Initials _____ I hereby acknowledge that the official counting and awards setting is at CAPTIAN HIRAM'S, and that there may be dangers or other hazards associated with that setting, as well as with a Derby that involves spear fishing and harvesting of Lionfish. I will watch my children, if applicable, and understand all hazards and take full responsibility for my children. I agree to read and follow all of the published rules of the Derby.

Initials _____ I hereby acknowledge that the SEBASTIAN LIONFISH FEST is not a reseller of any prizes donated to the Derby. The SEBASTIAN LIONFISH FEST is merely a temporary custodian of said prizes and is not responsible for any grievance or claim I may have with respect to a prize. There are no refunds of fees or purchases.

Contestant Printed Name

Contestant Signature

Date

Witness Printed Name

Witness Signature

Date