

BOCA GRANDE SPEAR FISHING AND FREEDIVING CLUB, LLC

RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Read this document carefully before signing. This document is a complete liability release and waiver of your right to sue for any personal injury, including death and property damage.

Express Assumption of Risk Associated with Spear Fishing, Diving and Related Activities

The undersigned Participant does hereby affirm and acknowledge that they have been fully informed of the inherent hazards and risks associated with Spear Fishing, Diving, Freediving, Snorkeling, Boating and all related activities (“Activities”). The undersigned understands that these risks can lead to severe injury and loss of life. These activities may be conducted at a location that is distant from and inaccessible to medical assistance. Regardless of these inherent risks, the undersigned agrees to proceed with the Activities. The risks associated with the Activities are numerous and include, but are not limited to, the risk of injury from boating, drowning, fish bites, shark attack, toxic marine life, and impalement by spear. Despite these potential hazards and dangers associated with the Activities, the undersigned wishes to proceed and freely accepts and expressly assumes all risk, dangers and hazards that may arise from the Activities with full knowledge that the Activities could result in personal injury, loss of life and property damage to the undersigned.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of being allowed to participate in the Activities which include, but are not limited to, Spear Fishing, Snorkeling, Diving and Boating, as well as the use of any of the facilities and the use of the equipment of the below named Releasees, the undersigned hereby agrees as follows:

1. To waive and release any and all claims based upon negligence, whether active or passive (with the exception of intentional, wanton or willful misconduct) that the undersigned may have in the future against any of the following named persons or entities, hereafter referred to as Releasees.

Boca Grande Spear Fishing and Freediving Club, LLC and its members, managers, officers, employees, agents and owners, and lessors and lessees of the equipment used in the Activities.

2. To release the Releasees and their representatives, agents and volunteers from liability and responsibility of any kind whatsoever, for any claims or causes of action that the undersigned or his estate, heirs, executors or assigns may have for personal injury, property damage or wrongful death arising from the Activities whether caused by active or passive negligence of the Releasees or any other person or entity. By signing this document, the

undersigned agrees to hold the Releasees harmless for any injury, loss of life or property damage which may occur to the undersigned by participating in the Activities.

3. By signing this Agreement, the undersigned is not relying on any oral or written representation or statements made by the Releasees or any other person, except as expressly set forth in this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Florida.
4. This Agreement shall be binding on the successors and assigns of the parties hereto. In the event any provision of this Agreement is found to be unenforceable or invalid, that portion shall be severed from this Agreement and the remainder of the Agreement shall remain in full force and affect.

I hereby declare that I am of legal age and I am fully competent to sign this Agreement. I understand that the Releasees are relying on this representation in allowing me to participate in the activities.

I have read this Agreement, I understand it, and I agree to be bound by it.

Signature of Participant: _____

Printed Name: _____

Date: _____

WITNESS:

Signature of Witness: _____

Printed Name: _____

If the Participant is not of legal age, this Agreement must also be signed by the minor child's natural guardian (parent) after reading and acknowledging receipt of the following notice.

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 THE RELEASEES NAMED ABOVE USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS 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 THE RELEASEES NAMED ABOVE 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 THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

The undersigned represents that they are the natural guardian (parent) of _____ ("Participant") and that the Participant is a minor child. On behalf of the Participant and on behalf of the undersigned natural guardian, the undersigned agrees to all of the terms and conditions of this Agreement after carefully reading the Agreement.

On behalf of the Participant and on my own behalf, the undersigned natural guardian (parent) of _____ (Participant) does hereby agree to all of the terms and conditions of this Agreement.

Signature of Parent/Guardian: _____

Printed Name: _____

Date: _____

WITNESS:

Signature of Witness: _____

Printed Name: _____