

GENERAL RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration for receiving permission to participate in The Waterman Fly Fishing Tournament sponsored by Tampa Bay Waterkeeper, Inc. in the state of Florida territorial waters between the southern tip of Sanibel Island, Florida and the southern edge of the Crystal River Power Plant Channel on February 4, 2023 and February 5, 2022 and the Awards Ceremony, Dinner and Raffle held at Bradenton Yacht Club located at 4307 13th St W, Palmetto, FL 34221 on February 5, 2023 (hereinafter referred to as the "Tournament"), I hereby, on behalf of myself, successors and assigns, COVENANT NOT TO SUE AND HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS Tampa Bay Waterkeeper, Inc. and its subsidiaries and affiliates, including, (collectively, "Tampa Bay Waterkeeper") and Tampa Bay Waterkeeper's officers, directors, agents, servants, employees, volunteers, The Bradenton Yacht Club, Inc. and other persons connected with or associated with Tampa Bay Waterkeeper and the Tournament, including any and all sponsors of the Tournament (collectively the "Releasees") from all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me or in my possession, custody, or control, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF THE RELEASEES including gross negligence, or otherwise, while traveling to or from or participating in the Tournament, or while in, on or upon the premises where the Tournament is being conducted.

I understand that the Releases do not assess or warranty the boating, fishing or outdoors proficiency of the other participants in the Tournament, and the Releasees do not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon the lands I may enter for the Tournament. I am participating in the Tournament at my own risk, and I accept land or property in the existing conditions, and recognize that boating, fishing and other outdoor activities are inherently hazardous activities and expose me to dangerous conditions, risks and hazards.

I agree and represent that I will comply with all current regulations, all laws of the State in which the Tournament is held, all federal laws, and any other controlling authority's rules and regulations while participating in the Tournament.

I am fully aware of the risks involved and hazards connected with participation in the Tournament and I hereby elect to voluntarily participate in the Tournament with full knowledge that said activity may be hazardous to me and to property owned by me or my family members or in our possession, custody, or control. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or any loss or damage to property owned by me or my family members or in our possession, custody, or control, as a result of being engaged in such activities associated with the Tournament, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, including gross negligence.

IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing General Release of Liability and Waiver of Claims, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age fully competent to execute this General Release of Liability and Waiver of Claims on my behalf; and I execute this General Release of Liability and Waiver of Claims for full, adequate and complete consideration fully intending to be bound by same.

Signed this _____ day of _____ (month), _____ (year).

Signature of Participant _____

Printed Name of Participant: