

# 2010 1st Annual Florida Keys Grouper Tournament

## RELEASE AND HOLD HARMLESS AGREEMENT

**THIS RELEASE** is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2010

by \_\_\_\_\_ (print registrant name) hereinafter called the "**RELEASOR.**"

As an integral part of being allowed to participate in the **2010 1st Annual Florida Keys Grouper Tournament**, hereinafter known as the "Tournament," **RELEASOR** hereby represents and warrants the following:

That, I am over the age of eighteen (18), and am aware and familiar with the inherent hazards involved in Boating, Scuba Diving, Free Diving, Breath-Hold Diving and Spearfishing and that I am in good mental and physical condition for all Diving and Dive Related activities;

I am not, and will not at any times during my participation in the Tournament be under the influence of any type of alcohol or drugs;

**I FULLY UNDERSTAND THAT DIVING, AND DIVE-RELATED ACTIVITIES, INCLUDING SPEARFISHING, ARE UNPREDICTABLE AND DANGEROUS AND MY PARTICIPATION IN THE SAME SUBJECTS ME TO CERTAIN INHERENT RISKS ASSOCIATED WITH THESE ACTIVITIES THAT MAY OCCUR RESULTING FROM ANY NUMBER OF COUSES TOO UNPREDICTABLE TO DELINEATE OR ANTICIPATE, BUT THOSE RISKS SPECIFICALLY INCLUDE , BUT ARE NOT LIMITED TO, PHYSICAL AND MENTAL INJURY AND DEATH;**

I am participating in these activities with the full knowledge of and hereby accept, all of the risks that my participation in the Tournament will;

In consideration of being allowed to participate in the **2010 1st Annual Florida Keys Grouper Tournament**, which consideration is hereby irrevocably acknowledged as sufficient. I hereby agree for myself and my heirs, beneficiaries, personal representatives and assigns, to fully, finally and unconditionally release, forever discharge and hold harmless **Florigan Marina, LLC d/b/a "Capt. Hook's Marina & Dive Center**, along with its affiliates, sponsors, managing members, officers, employees, and agents, including but not limited to **Chris Wochaski, Lynn Berman, Greg Davies, Kim Roney, Alexander Nick, Daniel Wochaski, Robert Roney, Gail Davies, Craig Velger, and James Simcic** (hereinafter referred to as the "**RELEASEES,**") from any and all claims, demands, liabilities, agreements, costs, expenses, attorneys' fees, actions or causes of action of any nature whatsoever, known or unknown, fixed or contingent, arising of of or in any way related to my participation in the **2010 3rd Annual Florida Keys Open Spearfishing Tournament** or related activities or related to any acts taken or omitted to have been taken by **RELEASEES.**

**RELEASOR** understands that the inherent risks herein is that after execution of this Release, he (or she) may suffer losses, damages, or injuries which are in some way caused by or related to matters which are the subject of this Release, but which are unknown or unanticipated at the time of the execution of this Release. **RELEASOR** understands the risk of possible claim(s) and damages may be greater than he (or she) now anticipated. Nevertheless, **RELEASOR** hereby releases and holds harmless **RELEASEES** as set forth above.

This Release and Hold Harmless Agreement is to be construed in accordance with the laws of the state of Florida/ If any of the provisions of this Release are deemed invalid for any reason, the remaining provisions will remain in full force and effect.

**RELEASOR** read every part of this Release is fully aware of its contents and represents and warrants that no representation by anyone has induced them to make this Release, other than **RELEASOR'S** own desire to participate in the Tournament.

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**RELEASE AND HOLD HARMLESS AGREEMENT**

This Release is made voluntarily and knowingly without fraud, duress, undue influence or coercion of any kind exerted by anyone or entity.

**RELEASOR** hereby assumes the risk of any and all mistakes involved in providing the **RELEASEES** with the Release set forth herein.

**RELEASOR ACKNOWLEDGES AND AGREES THAT THIS RELEASE IS IRREVOCABLE, BINDING AND FINAL.**

**WITNESSES**

**RELEASOR**

\_\_\_\_\_  
**WITNESS #1**

Print Name: \_\_\_\_\_

\_\_\_\_\_  
**RELEASOR** Signature

\_\_\_\_\_  
**WITNESS #2**

Print Name: \_\_\_\_\_

**RELEASOR** fully understands that any participant under the age of 18 and over the age of 12 may compete in the Junior Division, so long as accompanied by a **parent or legal guardian at all times**.

**This Release and Hold Harmless Form must be signed in person by supervising parent or legal guardian in front of the Tournament Representative by midnight on April 30, 2010.**

**All of the above terms and conditions apply.**

\_\_\_\_\_  
**Parent or Legal Guardian Signature**

\_\_\_\_\_  
**Tournament Director**