

## 2018 Suncoast Spearfishing Challenge - Risk Waiver

ASSUMPTION OF RISK AND LIABILITY FOR RECREATIONAL DIVING AND/OR COMPETITION: READ CAREFULLY THEN SIGN

I, (print name) \_\_\_\_\_, hereby affirm I am a scuba/freediver and underwater sports competitor, and I am in a good state of health and capable of participating in the event for which this assumption of risk is prepared. I am aware of all inherent dangers of scuba/freediving and underwater sports, and am aware of the basic safety rules for underwater activities and the basic rules for underwater sports. I desire to participate in the 2018 Suncoast Spearfishing Challenge. The event is planned for September 28th to September 30th 2018. I understand the purpose of the event is strictly recreational and it is not the function of the organizers to serve as guardians of my safety. I hereby voluntarily release, discharge, waive and relinquish any and all actions or causes of action for personal injury, property damage or wrongful death occurring to me, which personal injury, property damage or death arises as a result of engaging in said underwater sport and any activities incidental to such activities wherever, whenever or however such may occur. I do for myself, my heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or causes of action which may hereafter arise for myself and for my estate and agree that under no circumstances will I or my heirs, executors, administrators and/or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the organizers of the Suncoast Spearfishing Challenge, INC, The Tarpon Bay Grill & Tiki Bar, or any sponsor affiliated with this event for any of said causes of action, whether the same shall arise by the negligence of any said persons or organizations or otherwise.

It is my intention by signing this document, to exempt and relieve the organization and organizers of the Suncoast Spearfishing Challenge, INC, The Tarpon Bay Grill & Tiki Bar, or any sponsor affiliated with this event from liability for personal injury, property damage or wrongful death caused by negligence or any other reason. By signing this document, I acknowledge that I assume the risk of personal injury, property damage or wrongful death upon myself. THE UNDERSIGNED, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS AGREES THAT IN THE EVENT OF ANY CLAIM FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH SHALL BE PROSECUTED AGAINST THE ORGANIZERS OF THE 2018 SUNCOAST SPEARFISHING CHALLENGE, I SHALL HOLD THEM HARMLESS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BY WHOMEVER OR WHEREVER MADE OR PRESENTED FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH. I understand and agree I am participating in this activity voluntarily, and agree to be completely responsible for my own actions. I hereby declare I am of lawful age and legally competent to sign this Agreement, that I understand the terms herein are contractual and not a mere recital, and that I have signed the document of my own free will.

I also release any photographs, videos, or any other information given during this tournament to be used by the organizers of the Suncoast Spearfishing Challenge as they see fit.

I ACKNOWLEDGE THAT I HAVE READ THE FORGOING PARAGRAPHS AND FULLY UNDERSTAND THE LEGAL RIGHTS I AM GIVING UP BY SIGNING THIS DOCUMENT AND THAT I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS AGREEMENT BY READING IT BEFORE SIGNING IT.

Signature of Participant: \_\_\_\_\_

Signature of Parent/guardian: \_\_\_\_\_

Signature of Witness: \_\_\_\_\_

Date: \_\_\_\_\_