

WAIVER AND RELEASE OF LIABILITY

NAME

ADDRESS

ARE YOU UNDER 21? (IF SO A GUARDIAN OR PARENT MUST SIGN BELOW)

DATE:

I hereby acknowledge that I understand the use of any watercraft constitutes an inherently dangerous activity. By participating in events organized by the Sanibel Island Fishing Club, Inc. (hereinafter "SIFC"), and in consideration of being permitted to do so, I hereby agree, warrant and represent the following:

1. I am solely responsible for the inspection of any equipment I use while participating in an event sponsored or organized by SIFC and am sufficiently knowledgeable to know whether or not it is fit for its intended use. Under this agreement, equipment includes but is not limited to any watercraft or other items ancillary and incidental to participation in an event as typically sponsored or organized by SIFC.
2. I agree to and will only use equipment in a manner for which it has been particularly designed.
3. I am familiar with the surroundings in which I will use the equipment, and am sufficiently knowledgeable of any particular hazards therein. I will not rely on any statements of agents or representatives of SIFC concerning local conditions.
4. I am solely responsible for determining whether or not it is safe to operate the equipment given the weather conditions for the period in which I will use it.
5. Although agents or representatives may have provided me with a list of entities I may contact in an emergency, I will not rely upon, and acknowledge that SIFC cannot provide any rescue assistance should I become stranded or suffer any other event which requires assistance.
6. I will inform a friend, family member, or some other third party of my expected departure and return times. I acknowledge that SIFC does not maintain any record as to when or where I may be located during an event sponsored or organized by SIFC, and I will not rely on SIFC to notify anyone should I fail to return at my intended time.
7. I acknowledge that I have received a copy of, and will abide by all rules and regulations set forth by SIFC regarding any outing it may sponsor or organize. I not only have a duty to

conduct myself in accordance with said rules, but also have a duty to inform the officers and directors of SIFC of any violation of said rules by another participant in the outing.

In conjunction with the warranties and representations above, I hereby accept and assume all risks associated with the participation of any event organized or sponsored by SIFC and further I, along with my personal representatives, heirs, executors and administrators, and assigns hereby release and waive any and all claims, discharge and covenant not to sue Sanibel Island Fishing Club, Inc., its members, officers, directors, employees, agents, successors or assigns for any damages including but not limited to any bodily or emotional/mental injuries, death, economic losses, or property damages result or arising from my participation in any event sponsored or organized by SIFC.

I expressly agree that this waiver, release, and assumption of risk is intended to be as broad and inclusive as permitted by applicable law and that if any portion of this agreement is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect.

I further agree that in addition to the covenants stated above, I will be solely responsible for any damages suffered by third parties as a result of my use any equipment used during an event sponsored or organized by SIFC, and will hold it, its members, officers, directors, employees and agents harmless from any such claims including any attorney fees incurred by SIFC.

I agree that any action suit or proceeding arising out of or relating to this agreement shall be brought in a court of competent jurisdiction within Lee County, Florida, and that the prevailing party shall be responsible for any attorney fees incurred herein.

Whereby I reaffirm that I have carefully read this document and by my signature agree to all the terms herein.

PARTICIPANT

SIFC REPRESENTATIVE