

Release & Indemnification Agreement

Please read this form carefully, your signature indicates your agreement.

I, individually and as the vessel's master (if indeed, I am the vessel's master), my boat's master (if other than boat's owner or operator), my team, the boat's crew and guests aboard agree and understand that the *AMPHIBIA SPEARFISHING TOURNAMENT*, or any organization/firm that the *AMPHIBIA SPEARFISHING TOURNAMENT* is part of or a division of, its/their directors, officers, employees and agents shall not be liable under any circumstances for any injuries or damages to person(s), be they physical injuries or otherwise, or property, arising out of, resulting from or in any way connected with my/our/my crew's participation in any tournament whether caused by or contributed to by any negligent act or negligent omission of the *AMPHIBIA SPEARFISHING TOURNAMENT* or by any other reason or cause whatsoever. In consideration of the acceptance of me and my team and my crew entry and for other good and valuable consideration received, we hereby remise, release, and forever discharge the *AMPHIBIA SPEARFISHING TOURNAMENT* and its respective heirs, executors, administrators, legal representatives, successors, assigns, or any firm/organization that the *AMPHIBIA SPEARFISHING TOURNAMENT* is part of or a division of, its/their directors, officers, employees and agents of and from all claims, suits, obligations, liabilities, losses, damages, costs or expenses which our master, crew, owner(s), operator(s), team or guests aboard or their heirs, executors, administrators, legal representatives successors and/or assigns may have against the *AMPHIBIA SPEARFISHING TOURNAMENT*, arising out of, resulting from, or in any way connected with my/our participation in any tournament. We understand that this release includes any claims based upon any negligent act or negligent omission of the *AMPHIBIA SPEARFISHING TOURNAMENT*.

To the fullest extent permitted by law, I, individually and as the vessel's master (if, indeed I am the vessel's master), the boat's master (if other than the boat's owner or operator), my team and the vessel's crew and guests aboard hereby agree to indemnify, to defend with counsel acceptable to the *AMPHIBIA SPEARFISHING TOURNAMENT* and to hold the *AMPHIBIA SPEARFISHING TOURNAMENT* and its heirs, executors, administrators, legal representatives, successors, assigns, or any firm/organization that the *AMPHIBIA SPEARFISHING TOURNAMENT* is part of or a division of, its/their directors, officers, employee and agents harmless from and against any and all claims, suits, obligations, liabilities, losses, damages, costs or expenses including but not limited to reasonable attorney fees suffered by the *AMPHIBIA SPEARFISHING TOURNAMENT* or by any other person or persons whatsoever (including anyone for whose acts the *AMPHIBIA SPEARFISHING TOURNAMENT* may be liable), regardless of whether it is caused by - or in part by - a party indemnified and held harmless hereunder, arising out of, resulting from, or in any way connected with my/our participation in any tournament.

All boats, owners, operators, masters, crews, guests and participants will operate the vessels and/or spearfish at their own discretion and solely at their own risk.

This agreement shall take effect as an instrument under seal and be binding upon and inure to the benefit of me (individually and as master of the vessel, if indeed I am the master of the boat), my boat's master (if different than the owner or operator of the

vessel), my team, the boat's crew and guests aboard, as well as the heirs, executors, administrators, successors and assigns of each.

Participants of the *AMPHIBIA SPEARFISHING TOURNAMENT* are advised to obtain insurance to cover themselves and their vessel's tournament participation.

My signature confirms my consent with the *Release & Indemnification Agreement* and also confirms that I have read and fully understand the *Rules* of the *AMPHIBIA SPEARFISHING TOURNAMENT*.

Authorized Signature: _____

Date: _____

Print Name: _____

Boat Name: _____