

2025 "Wahoo Derby" Spearfishing Tournament RELEASE AND HOLD HARMLESS AGREEMENT

THIS RELEASE is made on this ____ day of _____, 2025 by _____
(print registrant name) hereinafter called the "Releasor."

As an integral part of being allowed to participate in the 1st Annual "Wahoo Derby", RELEASOR hereby represents and warrants the Following:

- That I am over the age of eighteen (18), and I am aware and familiar with the inherent hazards involved in Boating, Breath-Hold Diving, and Spearfishing, and that I am in good mental and physical condition for all Diving 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 causes too unpredictable to delineate or anticipate, but those risks specifically include, but are not limited to, physical and mental injuries and death;**
- I am participating in these activities with the full knowledge of, and hereby accept all the risks that my participation in the Tournament will;

In consideration of being allowed to participate in the 1st annual "Wahoo Derby" Tournament, which consideration is hereby irrevocably acknowledged as sufficient, I hereby agree for myself and for my heirs, beneficiaries, personal representatives and assigns, to fully, finally and unconditionally release, forever discharge and hold harmless, **Keys Fresh Seafood Market, The Dock Stock Island LLC**, along with its affiliates, as well as, **Nathalie Meyers & Victoria Vartiainen**, individually and its

directors, officers, employees, and agents, including but not limited to (hereinafter collectively referred to as "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 out of or in any way related to my participation in the "Wahoo Derby"- Fishing and Spearfishing Tournament, or related to any acts taken or omitted to have been taken by **RELEASEES**.

RELEASOR understands that an inherent risk 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 understood unknown or anticipated at the time of execution of this Release. **RELEASOR** this risk of possible claim(s) and damages may be greater than he (or she) now anticipated. Nevertheless, **RELEASOR** hereby releases and holds harmless the **RELEASEES** as set forth above.

The Release and Hold Harmless 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.

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 AGREE THAT THIS
RELEASE IS IRREVOCABLE, BINDING AND FINAL**

RELEASOR (Print Name) _____

Releaser Signature _____

Witness (Print Name) _____

Witness Signature _____

Releaser fully understands that any participant between the ages of 18 and 10 may compete in the junior division, so long as accompanied by a **parent or legal guardian at all times. This release form must be signed in person by supervising parent or legal guardian on Friday June 6, 2025. All of the above terms and conditions apply.**

Parent or legal guardian's signature _____

Date _____