

**NE Florida Lionfish Roundup  
Legal Waiver Form**

Participants Name: \_\_\_\_\_

Team Name: \_\_\_\_\_

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

**BE ADVISED THAT THIS IS A WAIVER WHICH MEANS YOU WILL BE GIVING UP ALL LEGAL RIGHTS CONCERNING ANY COURSE OF ACTION AGAINST NE FLORIDA LION FISH ROUNDUP- FLIPPERS DIVE SHOP, NAUTICAL DIVERS, BLACKBEARD SCUBA LLC, ALOHA KAI SCUBA AND THEIR AGENTS, VOLUNTEERS, CORPORATE REPRESENTATIVES AND ALL INDIVIDUALS AFFILIATED WITH THE NE FLORIDA LIONFISH ROUNDUP BY SIGNING THIS DOCUMENT. IF YOU DO NOT UNDERSTAND YOUR LEGAL POSITION BY SIGNING THIS DOCUMENT, YOU SHOULD CONSULT WITH AN ATTORNEY. PLEASE INITIAL NEXT TO EACH ITEM. YOUR SIGNATURE AT THE BOTTOM INDICATES AGREEMENT WITH ALL OF THE ITEMS, REGARDLESS IF ONE OR MORE OF THEM IS NOT INITIALED. IF YOU DO NOT AGREE WITH ALL OF THE ITEMS (PARAGRAPHS), DO NOT SIGN THE BOTTOM.**

1. NE Florida Lionfish Roundup: Although the Roundup is run by FLIPPERS DIVE SHOP in the context of this document, NE Florida Lion Fish Roundup shall mean the directors, members, volunteers, officers, employees, and advisors of FLIPPERS DIVE SHOP, NAUTICAL DIVERS, BLACKBEARD SCUBA LLC, ALOHA KAI SCUBA, and all owners of property where the Roundup is headquartered, where the official counting occurs, where the captains meeting and awards ceremony are held, and all related acts.

2. Diving: In the context of this document, Diving shall mean free diving, snorkel diving, SCUBA diving, spear fishing, netting (or otherwise using any methods allowed under the rules) to harvest Indo Pacific Lionfish while in or on the water.

3. In the context of this document, the word "I" shall mean me, my heirs, survivors, assigns, representatives, estate, legal guardian, attorneys in fact, or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian of a registrant, then it shall mean my ward, me, my ward's heirs, survivors, assigns, representatives, estate, attorneys in fact, legal guardian, and anyone else who may act on behalf of my ward, principal, or minor.

Initials: \_\_\_\_\_ I understand the inherent risks associated with diving. When harvesting fish, I understand that the risk of injury or death is even greater. I have read the Roundup Rules and agree to comply with them completely and waive my rights as to this activity against NE Florida Lionfish Roundup

Initials: \_\_\_\_\_ I understand that weather conditions may change rapidly, and that NE Florida Lionfish Roundup is not responsible for my decision to participate in this event. NE Florida Lionfish Roundup's decision to NOT cancel the tournament does not act as an endorsement of good weather or marine conditions. I will determine these conditions myself and assume all risks inherent with weather conditions.

Initials \_\_\_\_\_ I acknowledge that Indo Pacific Lionfish have venomous spines that can inflict a serious sting and/or cause serious injury or death. I will wear protective gloves when handling Lionfish, and make every effort not to touch the spines, even after the fish are dead. I accept full responsibility for my handling of Lionfish and for all risks associated with this inherently dangerous activity.

Initials \_\_\_\_\_ I hereby acknowledge that NE Florida Lionfish Roundup is in no way directing my activities, or otherwise acting as an advisor or principal. I assume all risks, not only associated with diving and harvesting Lionfish, but also boating and traveling.

Initials \_\_\_\_\_ I hereby acknowledge that not only can injuries and/or death occur from the risks of diving, but that diving is physically exerting. I agree that I am responsible for making decisions about my own physical condition in conducting these activities.

Initials \_\_\_\_\_ I hereby agree to waive my right to sue FLIPPERS DIVE SHOP, NAUTICAL DIVERS, BLACKBEARD SCUBA LLC, ALOHA KAI SCUBA, and any of its affiliates, assigns associates, or sponsors by participating in the Lionfish Roundup, for any injuries, death, emotional distress, pain and suffering, and all other forms of economic and noneconomic damages and all claims and causes of action. I waive any and all claims. I will hold NE Florida Lionfish Roundup harmless from any claims brought on my behalf and agree to indemnify them in case of any claim made against them.

Initials \_\_\_\_\_ I hereby acknowledge that in the event of any dispute pertaining to any activity associated with or arising out of the NE Florida Lionfish Roundup, that the laws of State of FLORIDA apply. Venue of any dispute shall be in the court closest to the incident that has jurisdiction of this matter. I further acknowledge that in any event of a dispute, the prevailing party shall be entitled to attorney's fees and costs as awarded by any FLORIDA court.

Initials \_\_\_\_\_ I hereby acknowledge that the official counting is at Michael B. Scanlon Boat Ramp, and that there may be dangers or other hazards associated with that setting, as well as with a tournament that involves spear fishing and harvesting of Lionfish. I will watch my children, if applicable, and understand all hazards and take full responsibility for my children and myself. I agree to read and follow all of the published rules of the NE Florida Lionfish Roundup.

Initials \_\_\_\_\_ I hereby acknowledge that there are no refunds of fees or purchases. Also, I hereby provide a full release for photo and television images.

**Participants Printed Name**

\_\_\_\_\_

**Participants Signature**

\_\_\_\_\_ Date \_\_\_\_\_

**Witness Printed Name**

\_\_\_\_\_

**Witness Signature**

\_\_\_\_\_ Date \_\_\_\_\_