



REEF SANCTIONED LIONFISH DERBY



4earth Lionfish Derby
Miami Seaquarium
April 22, 2017

Mandatory Legal Waiver Form

Full Legal Name: _____

Team Name: _____

Date: _____

WARNING

THIS IS AN INHERENTLY DANGEROUS ACTIVITY, WITH MANY UNFORESEEN RISKS AND HAZARDS. DO NOT PARTICIPATE IF YOU ARE NOT IN EXCELLENT PHYSICAL SHAPE. YOU SHOULD BE WITHOUT ANY PHYSICAL OR MEDICAL AILMENTS. YOU EXPRESSLY AND VOLUNTARILY ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH ARISING OUT OF OR RELATED TO THE ACTIVITY AND MY PARTICIPATION THEREOF, HOWSOEVER IN JURY OR DEATH MAY BE CAUSED, FORESEEN OR UNFORESEEN, AND WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF MIAMI SEAQUARIUM, INCLUDING WITHOUT LIMITATION, ANY RELATED PARTIES. YOU FULLY WAIVE AND RELEASE ALL PARTIES FROM ANY AND ALL LIABILITY OR RESPONSIBILITY, WHETHER FORESEEN OR UNFORESEEN, AND WHETHER BY ACT OR OMISSION, NEGLIGENCE, WILLFUL MISCONDUCT "ACT OF GOD" OR OTHERWISE.

BE ADVISED THAT THIS IS A WAIVER WHICH MEANS YOU WILL BE GIVING UP ALL LEGAL RIGHTS CONCERNING ANY COURSE OF ACTION AGAINST LIONFISH DERBY AND MIAMI SEAQUARIUM (INCLUDING WITHOUT LIMITATION THEIR AGENTS, VOLUNTEERS, CORPORATE REPRESENTATIVES, EMPLOYEES, OFFICERS, MANAGERS, DIRECTORS, INVESTORS, SHAREHOLDERS, INSURERS, ATTORNEYS, CONSULTANTS, PARTNERS, AND ANY AND ALL INDIVIDUALS AFFILIATED WITH LIONFISH DERBY AND MIAMI SEAQUARIUM), 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 UNCONDITIONAL AGREEMENT WITH ALL OF THE ITEMS, REGARDLESS IF ONE OR MORE OF THEM IS NOT INITIALED. IF YOU DO NOT UNDERSTAND AND AGREE WITH EACH AND ALL OF THE ITEMS BELOW, DO NOT SIGN THE BOTTOM AND DO NOT PARTICIPATE. PARTICIPATION IN THE LIONFISH DERBY IS CONDITIONED UPON YOUR EXECUTION OF THIS WAIVER. IF YOU DO NOT SIGN THIS WAIVER, YOU ARE NOT ALLOWED TO BE A PARTICIPANT IN THE LIONFISH DERBY, AND NO FACTS OR OPERATIONAL OF LAW SHALL DEEM YOU TO BE A PARTICIPANT.

DEFINITIONS:

1. Lionfish Derby - Miami Seaquarium: Although the Derby is run by Lionfish Derby Miami Seaquarium, in the context of this document, Lionfish Derby Miami Seaquarium shall mean the directors, members, volunteers, officers, advisors, employees, and other representatives of Miami Seaquarium, Lionfish Derby Miami Seaquarium, and all owners of property where the Derby is headquartered, where the official counting occurs, 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 legally-permissible methods, and as allowed under the rules) to harvest Indo Pacific Lionfish while in, around, or on the water.
3. In the context of this document, the word "you" shall mean you, your heirs, survivors, assigns, representatives, estate, legal guardian, attorneys in fact, or anyone else who may be empowered to act on your behalf. Or, if you are signing as the legal guardian of a registrant, then it shall mean your ward, your ward's heirs, survivors, assigns, representatives, estate, attorneys in fact, legal guardian(s), and anyone else who may act on behalf of your ward, principal, or minor.

Initials:_____ You represent that you are an experienced diver, fully comfortable with this activity, and that you understand the inherent and unpredictable risks associated with diving and this activity. When harvesting fish, you understand that the risk of injury or death is even greater. You have read the Derby Rules and agree to comply with them completely. You will exercise sound judgment and caution, and act responsibly, at all times.

Initials:_____ You understand that water and weather conditions may change rapidly and unpredictably. Lionfish Derby - Miami Seaquarium does not make any representations whatsoever about weather or water conditions. Lionfish Derby Miami Seaquarium's decision to NOT cancel the Derby does not act as an endorsement of good weather or marine conditions. You will determine these conditions yourself, and assume all risks associated with your participation, including without limitation, inherent water and weather conditions.

Initials_____ You 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. You accept full responsibility for my handling of Lionfish and for all risks associated with this inherently dangerous activity, including the activities of other participants.

Initials_____ You hereby acknowledge that Lionfish Derby - Miami Seaquarium is in no way directing your activities, or otherwise acting as an advisor or principal. **You assume all risks, of any kind or nature whatsoever, including without limitation, this activity, diving and harvesting Lionfish, boating and traveling, weather and water conditions, and of your own physicality and health conditions.**

Initials_____ You hereby acknowledge that injuries and/or death occur from the risks of diving, but that diving is physically exerting. You agree that you alone are responsible for making decisions about your own physical fitness and medical condition in conducting these activities, and in deciding to participate.

Initials_____ YOU HEREBY AGREE TO WAIVE ANY AND ALL RIGHTS TO MAKE CLAIMS OR TO SUE LIONFISH DERBY - MIAMI SEAQUARIUM (INCLUDING WITHOUT LIMITATION, ANY OF ITS AFFILIATES, ASSIGNS, AGENTS, ASSOCIATES, EMPLOYEES, MANAGERS, DIRECTORS, INVESTORS, ATTORNEYS, INSURERS, CONSULTANTS, PARTNERS, OR SPONSORS), BY PARTICIPATING IN THE LIONFISH DERBY, 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. YOU WAIVE ANY AND ALL CLAIMS OR CAUSES OF ACTION, AT LAW OR IN EQUITY. YOU WILL HOLD LIONFISH DERBY - MIAMI SEAQUARIUM HARMLESS FROM ANY CLAIMS BROUGHT ON MY BEHALF AND YOU AGREE TO INDEMNIFY ALL SUCH PARTIES IN THE CASE OF ANY CLAIM OR SUIT MADE AGAINST ANY OF THEM BY YOU, YOUR HEIRS, YOUR SUCCESSORS OR ASSIGNS, OR OTHERS ACQUIRING RIGHTS OR AN INTEREST IN YOUR PERSONAL MATTERS AND/OR ASSETS. Furthermore, you hereby provide a full and unrestricted release for your name, image and likeness, including for use in marketing, promotional, advertising, and social media usage, and in any other format or means of display or communication, in any and all media, whether now known or hereafter devised.

Initials_____ You hereby acknowledge that in the event of any dispute pertaining to any activity associated with or arising out of the Lionfish Derby - Miami Seaquarium that the laws of State of Florida apply. Venue and personal jurisdiction of any dispute or lawsuit shall be in the court closest to the incident within *Miami-Dade County, Florida*. You consent to such jurisdiction, and waive all rights to contest such jurisdiction. You further acknowledge that in any event of a dispute, the prevailing party shall be entitled to reasonable attorneys' fees and costs as may be awarded by any Florida court.

Initials_____ You hereby acknowledge that the official counting and awards setting is at Miami Seaquarium and that there may be dangers or other hazards associated with that setting, as well as with a Derby that involves spear fishing and harvesting of Lionfish. You are solely responsible for your children and any other persons under your care and supervision, and you waive any and all rights to pursue claims or suits on their behalf, as well. You agree to read and follow all of the published rules of the Derby, and agree that Miami Seaquarium retains the exclusive and complete right to terminate your participation in the Derby for rules violations, or for any unsafe behavior by you or those under your care or supervision.

Initials_____ I hereby acknowledge that Lionfish Derby - Miami Seaquarium is not a reseller of any prizes donated to the Derby. Lionfish Derby - Miami Seaquarium is merely a temporary custodian of said prizes and is not responsible for any grievance or claim I may have with respect to a prize. There are no refunds of fees or purchases, under any circumstances.

Contestant Printed Name

Contestant Signature

Date

Witness Printed Name

Witness Signature

Date