

WAIVER AND RELEASE OF LIABILITY

For and in consideration of the undersigned's participation in: any Tarpon Springs Fishing Club, Inc. (TSFC, the "Organization") meeting, lesson or event; a meeting/lesson/event sponsored or hosted by TSFC; a meeting/lesson/event hosted by another organization ("Host") and/or taught by a TSFC member/officer/board member - I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Agreement (the "Agreement"):

1. **RULES AND REGULATIONS:** I hereby agree to abide by the rules, regulations, and policies of the Organization or Host, including any and all health related safety measures required by the Organization and/or Host.
2. **ACKNOWLEDGMENT OF RISK:** I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with the sport of fishing/sailing/boating and attendance at a Lesson/Event, and that participation in any Lesson/Event involves risks and dangers including, without limitation, the potential for serious bodily injury (including broken bones, head or neck injuries), sickness and communicable disease, trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; exposure to extreme conditions and circumstances; accidents involving other participants, event staff, volunteers or spectators; contact or collision with other participants or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of protective equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of the Lesson/Event organizers and management; and other undefined, not readily foreseeable and presently unknown risks and dangers ("**Risks**"). Special note regarding COVID-19 and other communicable diseases. Risks under this Agreement include the potential for exposure to communicable diseases such as COVID-19, an extremely contagious virus that spreads from person-to-person contact. The Organization has taken preventative measures to reduce the spread of COVID-19; however, attending or participating in a Lesson/Event could increase your risk of contracting COVID-19 which may result in personal injury, illness, permanent disability, and death.
3. **ASSUMPTION OF RISK:** I understand that the aforementioned Risks may be caused in whole or in part or result directly or indirectly from the negligence of my own actions or inactions, the actions or inactions of others participating in the Lessons/Events, or the negligent acts or omissions of the Released Parties defined below, and I hereby voluntarily and knowingly assume all such Risks and responsibility for any damages, liabilities, losses, or expenses that I incur as a result of my participation in any Lessons/Events. I also agree to be responsible for any injury or damage caused by me or any agents under my direction and control at any Lesson/Event. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Risk. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and

hold harmless the Organization from any claim based on such treatment or other medical services.

4. RELEASE: In consideration of my participation in any Lesson/Event, I hereby release from liability and waive any claims against the Organization and Host(s) of the Lesson/Event, its licensees, competition managers, promoters, sponsors, advertisers, beneficiaries, venue providers, and supporting organizations, together with the officers, directors, employees, volunteers, and contractors of them (the “Released Parties” or “Event Organizers”), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss, or expense (including court costs and reasonable attorney fees) of any kind or nature (“Liability”) which may arise out of, result from, or relate in any way to my participation in the Lesson/Events, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties.

5. COMPLETE AGREEMENT AND SEVERABILITY CLAUSE: This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ALL OF ITS TERMS AND CONDITIONS, AND KNOW IT CONTAINS AN ASSUMPTION OF RISK, RELEASE, AND WAIVER FROM LIABILITY AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

By signing below, I (as the participant or as the Parent/Legal Guardian of the minor identified below) hereby accept and agree to the terms and conditions of this Agreement in connection with my (or the minor’s) participation in any Course/Event.

Participant Signature: _____

Printed Name: _____ Date: _____

Parent/Legal Guardian Signature *(required if participant is under the age of 18)*:

_____ Date: _____

Parent/Legal Guardian Printed Name: _____