



Pennekamp 50th Anniversary Lionfish Roundup

December 7th and 8th, 2010

John Pennekamp Coral Reef State Park, Key Largo, Florida

Mandatory Legal Waiver Form

Full Name: _____

Date: _____

Team Name: _____

Team Members (up to one in addition to boat captain per boat):

BE ADVISED THAT THIS IS A WAIVER WHICH MEANS YOU WILL BE GIVING UP ALL LEGAL RIGHTS CONCERNING ANY COURSE OF ACTION AGAINST REEF ENVIRONMENTAL EDUCATION FOUNDATION (REEF), THEIR AGENTS, VOLUNTEERS, CORPORATE REPRESENTATIVES AND ALL INDIVIDUALS AFFILIATED WITH REEF 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. PARTICIPATION IN THE LIONFISH ROUNDUP IS CONDITIONED UPON YOUR EXECUTION OF THIS WAIVER. IF YOU DO NOT SIGN THIS WAIVER, YOU ARE NOT A PARTICIPANT IN THE FIRST ANNUAL LIONFISH ROUNDUP.

DEFINITIONS:

1. REEF: Although the Roundup is run by REEF, in the context of this document, REEF shall mean, the directors, members, volunteers, officers, advisors of REEF, REEF, and all owners of property where the Roundup 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 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 REEF.

Initials: _____ I understand that weather conditions may change rapidly, and that REEF is not responsible for my decision to participate in this event. REEF's decision to NOT cancel the Roundup 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 REEF 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 REEF, John Pennekamp Coral Reef State Park, and any of its affiliates, assigns associates, or sponsors by participating in the Pennekamp Lionfish Roundup, for any injuries, death, emotional distress, pain and suffering, and all other forms of economic and non-economic damages and all claims and causes of action. I waive any and all claims. I will hold REEF harmless from any claims brought on my behalf and agree to indemnify them in case of any claim made against them. Also, I hereby provide a full release for photo and television images.

Initials _____ I hereby acknowledge that the official counting and awards setting is at John Pennekamp Coral Reef State Park, and that there may be dangers or other hazards associated with that setting, as well as with a Roundup 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. I agree to read and follow all of the published rules of the Roundup.

Initials _____ I hereby acknowledge that REEF is not a reseller of any prizes donated to the Roundup. REEF 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.

Contestant Printed Name

Contestant Signature

Date

Witness Printed Name

Witness Signature

Date