



## WAIVER, RELEASE, AND INDEMNIFICATION

The applicant, whose name and signature appears at the bottom of page 2, acknowledges that sportfishing has inherent risks for anyone, including, but not limited to: drowning, injuries from equipment, inclement and inhospitable weather conditions, fish and malfunctioning vessels, and unavailability of immediate or prompt medical attention.

In consideration of being permitted to participate in the activities of the Marco Sportfishing Club for any purpose including, but not limited to, observation, use of facilities (whether owned, leased or simply utilized by the Marco Sportfishing Club, hereinafter referred to as the "premises") or equipment, or participation in any way, including participation in any off-site programs, the undersigned, for himself or herself, his or her minor children, his or her immediate family members, and any personal representatives, heirs and next of kin (hereinafter referred to as "releasor"), hereby acknowledges, agrees and represents that they:

1. Release, waive, discharge and covenant not to sue Marco Sportfishing Club, its directors, officers, club members (solely as to negligent acts and/or omissions as pertaining to club members) and any employees and agents (hereinafter referred to as "releasee") from all liability to the releasor for any loss of damage, and any claim or demand therefore on account of injury to the releasor's person or property or resulting in death of the undersigned whether caused by the negligence of the releasee or otherwise while the undersigned is in, upon or about the releasee's premises, or participation in any offsite programs or any facilities or equipment;
2. Indemnify and hold harmless the releasee from any loss, liability, damage or cost that they may incur due to the presence of the undersigned in, upon or about the releasee's premises or in any way observing or using any facilities or equipment of releasee, including participating in any off-site events, programs or gatherings, said indemnification to include attorneys fees (including those on appeal and in any bankruptcy proceeding)
3. Hereby assumes full responsibility for and risk of bodily injury, death or property damage due to the negligence of the releasee or otherwise while in, about or upon the releasee's premises, or participation in any off-site programs, and/or while using the premises or any facilities hereon.

The releasor further gives permission to Marco Sportfishing Club to use, without limitation or obligation, photographs, film footage or tape recordings that may include releasor's images or voices for purposes of promoting the Marco Sportfishing Club.

The releasor further expressly agrees that the foregoing waiver, release and indemnification agreement is intended to be broad and inclusive as is permitted by the laws of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acceptance of the provisions and terms of this waiver, release and indemnification are indicated by my signature at the bottom of page two of the 2018 New Member Application form.