

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK

AND INDEMNIFICATION AGREEMENT FORM 1

The **undersigned hereby** releases LIGHTHOUSE POINT SALT WATER SPORTSMANS ASSOCIATION, (the "Club") its officers, directors, members or their family, friends or guests from all liability or responsibility whatsoever for personal injury, property damage or wrongful death however caused, including but not limited to the negligence of the released parties, whether active or passive which may occur or be related to any event, activity or function sponsored by, organized by the Club or, while not officially sponsored by or organized by the Club, such as a party at a members house where Club members and their families make up a substantial proportion of the attendees. The undersigned further agrees:

- That he or she has read **this** instrument, understands it, and has signed it voluntarily; that he or she is of lawful age and legally competent to sign this document or that he or she has acquired the written consent of his or her parent or guardian;
- This release shall apply for the benefit of the Club, and its Directors, Officers and members, their family and friends and guests. For example, if property of the undersigned is lost destroyed or damaged, or if the undersigned is injured or dies at a Club party, or a party given by a Club member for primarily Club members (including formal, informal and impromptu parties and gatherings, after tournament or fishing parties, etc.), or while fishing in a Club tournament, or while diving during a dive sponsored or organized by the Club, or during a Club outing or event of any sort, the Club and all of its members, friends, family and guests who attended, participated or were involved in any such event are hereby fully released from any and all claims which may occur, including claims for negligence or wrongful death;
- That boating, fishing and diving, involve the risk of property damage, injury and death, such as by drowning, being hit or struck by a boat, falling overboard, being abandoned at sea or under water, capsizing, decompression sickness, embolism, injuries caused by sea life, being hooked, speared or cut, or injured in any other way not specified herein;
- That he or she does not expect the people he or she fishes or dives with to have first aid equipment or supplies available or to be trained in the use thereof., or to have their vessels and equipment in compliance with laws or regulations which govern said vessels or activities. No claim may be brought based upon the premise that a party being released failed to have appropriate first aid or safety equipment, or based upon the condition of the vessel or any of its equipment., or the failure to have equipment whether required by common sense, law or regulation.
- The effect of this release shall not be limited or negated because of or related to the consumption of alcoholic beverages by the parties herein released. The Undersigned is aware that alcohol is served and consumed at various Club

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functions and events, including aboard boats during fishing and diving activities, parties and the like, and that the Undersigned will not raise as an issue in an attempt to avoid the effects of this release the consumption of alcohol.

- The undersigned agrees to save and hold the parties being released harmless from any claim or lawsuit by the undersigned, his or her family, estate, heirs or assigns arising out of any damage, injury or death to the undersigned in any of the activities described above. Additionally, the undersigned agrees to save and hold harmless the parties being released from any claim brought against any said party based upon the acts or failure to act of the undersigned, and if any claim is brought as a result of the actions of the undersigned he or she shall indemnify the club and pay all costs of defense of said claim, including attorney fees, which shall include fees prior and subsequent to the filing of any suit, and shall include fees at incurred at every stage of the proceedings, including arbitration, mediation, trial and all levels of appeal.
- It is the intent of the undersigned and the undersigned agrees that this release, express assumption of risk agreement and indemnification shall be in all cases construed broadly in favor of all parties being released.
- This instrument shall be binding upon the undersigned, his or her family, estate, heirs, personal representatives and assigns.

Dated:

Dated: _