

Shaddai Shriners' Bay County, FL Cardboard Boat Regatta

Waiver of Liability Form

RELEASE, WAIVER, INDEMNIFICATION, HOLD HARMLESS, AND ASSUMPTION OF RISK AGREEMENT

WHEREAS, in consideration for being permitted to participate or in consideration for allowing a minor, child or ward of the Undersigned (collectively, "Undersigned") to participate in the SHADDAI SHRINERS' BAY COUNTY CARDBOARD BOAT REGATTA ("Regatta") and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Undersigned agrees as follows:

Undersigned, individually and on behalf of the Undersigned's spouse, minor, child, ward, heirs, personal representatives, administrators, assignees and next of kin, agrees to indemnify, hold-harmless and defend SHADDAI TEMPLE HOLDING CORPORATION, a Florida non-profit corporation and SHADDAI TEMPLE BUILDING ASSOCIATION, INC., a Florida non-profit corporation, commonly operating as the Shaddai Shriners of Bay County and its members, officers, board members, directors, employees, agents, volunteers, affiliates, sponsors, successors and assigns, the City of Lynn Haven, its officers, employees and agents, and any person or entity organizing and acting in concert with any of the forgoing in connection with the Regatta (hereinafter collectively referred to herein as "Sponsor") from any and all fault, liabilities, costs, expenses, claims, demands, causes of action or suits, whether known or unknown, in the past, present or future, whether at equity or law, arising out of, related to or connected with the Undersigned, the Undersigned's involvement in the Regatta or the Undersigned's presence on the water of facilities where the Regatta is held and any and all acts or omissions of the Undersigned.

Undersigned furthermore waives for the Undersigned and for the Undersigned's, spouse, minor, child, ward, personal representative, administrators, assignees, heirs and any next of kin, any and all rights, causes of action and claims for damages, costs, expenses, losses, demands and any other actions or claims whatsoever, whether known or unknown, in the past, present or future, whether at equity or law, which he/she may have or which may arise against Sponsor (including but not limited to the death of the Undersigned and/or any and all injuries, damages or illness suffered by Undersigned or Undersigned's property); which may, in any way whatsoever, arise out of, be related to or be connected with the Regatta; the location where the Regatta is held (the "Premises"), including any latent or known defect in the Premises; Undersigned's presence on or use of said Premises; Undersigned's property (whether or not entrusted to Sponsor); and the Undersigned's involvement in boating, marine and waterborne activities. Sponsor shall not be liable for, and the Undersigned, on behalf of himself/herself and on behalf of his/her personal representative, administrator, assignee, heirs and next of kin, hereby expressly releases the Sponsor from any and all such claims and liabilities.

Undersigned understands and acknowledges that boating, waterborne activities, swimming and the Undersigned's presence in an open water, marine environment, are inherently dangerous and there is always a risk of life or limb, including the possibility of drowning. Undersigned hereby expressly assumes all risk of taking part in the course of Regatta and taking part in the activities on the Premises, including any risk associated with weather, sea conditions, marine life, marine terrain, marine traffic and other participants.

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Undersigned hereby acknowledges and agrees that Undersigned has read this Release, Waiver, Indemnification, Hold Harmless, and Assumption of Risk Agreement and understands its terms and is executing this instrument voluntarily. Undersigned furthermore hereby acknowledges and agrees that he/she has read, understands and will at all times abide by all rules of the Regatta and direction of the Sponsors.

Undersigned expressly agrees that this instrument is intended to be as broad and inclusive as permitted by law, and that if any provision of this instrument is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Each and every remedy set forth herein is cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. The election or waiver of any one or more remedy hereunder by the Sponsor shall not constitute a waiver of Instructor's right to pursue any other available remedies. This instrument binds the Undersigned and his/her personal representatives, administrators, assignees, heirs and next of kin. The undersigned hereby waives the right to a trial by jury for any action arising out of or relating to this Agreement or the Regatta. The Undersigned represents and warrants that the Undersigned as the full and complete authority to execute this Agreement and that the Undersigned is the legal parent or guardian of any minor or ward who may be participating in the Regatta and that the Undersigned has the full and complete authority to execute this Agreement on behalf of the child, minor or ward.

"Undersigned"

Signature: _____

Print Name: _____

Address: _____

Name of Minor: _____

Date: _____