



WOUNDED WATERS INC

Kids Dock Fishing Tournament — Ages 16 and Under

PARENT/GUARDIAN WAIVER AND RELEASE FROM LIABILITY,
ASSUMPTION OF RISK, INDEMNIFICATION,
AND COVENANT NOT TO SUE

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF WOUNDED WATERS INC, CAUSEWAY COVE MARINA, ALL EVENT SPONSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED.

BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM WOUNDED WATERS INC, CAUSEWAY COVE MARINA, ALL EVENT SPONSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, VOLUNTEERS, AND AGENTS IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND WOUNDED WATERS INC HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

1. DEFINITIONS

"Released Parties" shall mean Wounded Waters Inc, a Florida 501(c)(3) nonprofit corporation, and its officers, directors, board members, agents, employees, volunteers, representatives, affiliates, successors, and assigns; all event sponsors, co-sponsors, partners, donors, and their respective officers, agents, employees, and representatives; **Causeway Cove Marina**, including its owners, operators, managers, employees, agents, tenants, and representatives; all venue operators, property owners, and landlords; all judges, weigh-in masters, committee members, medical personnel, and any other persons or entities involved in the planning, organization, promotion, or execution of the Event.

“Child” or “Minor” shall mean the minor child, age sixteen (16) years or younger, identified below for whom the undersigned Parent/Guardian is signing this Agreement.

“Event” shall mean the Wounded Waters Kids Dock Fishing Tournament and all related, associated, or ancillary activities, including but not limited to registration, check-in, dock fishing, bait handling, weigh-in, awards ceremony, social gatherings, dock activities, food service areas, restroom facilities, parking areas, and any other activities or areas used in connection with the Event. The Event is free to enter; no entry fee is charged.

2. ELIGIBILITY AND PARTICIPATION REQUIREMENTS

The Event is open to children aged sixteen (16) years and under. Each participating child **must be accompanied by a parent or legal guardian who must remain present and provide direct, continuous supervision of the child at all times during the Event.** No child may participate without a completed and signed copy of this Agreement on file with Wounded Waters Inc. Wounded Waters Inc reserves the right to deny participation to any child whose parent or guardian has not executed this Agreement or who does not meet the eligibility requirements.

3. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I, the undersigned Parent/Guardian, on behalf of myself and my Child, acknowledge that participation in the Event involves **inherent risks, hazards, and dangers** that cannot be eliminated regardless of the care taken to avoid them. I understand and appreciate the nature, scope, and extent of these risks and voluntarily choose to allow my Child to participate. These inherent risks include, but are not limited to:

Slips, trips, and falls on wet, uneven, or slippery surfaces including docks, seawalls, boat ramps, walkways, and marina property; falling into the water from docks, seawalls, piers, or bulkheads; drowning and near-drowning; injuries from fishing tackle, hooks, lines, sinkers, lures, knives, and other fishing equipment; being struck by a fishing rod, cast line, or sinker from one's own or another participant's fishing activity; puncture wounds, lacerations, and cuts from fish spines, fins, teeth, or shells; contact with marine life including stings, bites, punctures, and exposure to harmful organisms, bacteria, or toxins; injuries sustained while handling, unhooking, or transporting fish;

injuries caused by animals present at event locations, including but not limited to dog bites, animal scratches, being knocked down, trampled, or startled by animals, and contact with animal waste; exposure to adverse weather conditions including extreme heat, sun, ultraviolet radiation, lightning, storms, high winds, rain, and sudden weather changes; dehydration, heat exhaustion, heat stroke, sunburn, and hypothermia; injuries from vehicle or vessel traffic in and around the marina, parking areas, and event grounds; injuries from dock structures, pilings, cleats, ropes, and other marina fixtures; allergic reactions including food allergies, insect stings and bites, and contact with marine organisms;

injuries caused by the acts, omissions, or negligence of other participants, spectators, event personnel, or third parties; injuries from crowds, congestion, and movement of people in the event area; risk of communicable disease or illness from contact with other participants or event conditions; medical emergencies where immediate professional medical assistance may not be available or may be delayed; and any other risks, hazards, or dangers inherent in dock fishing, outdoor recreational activities, waterfront environments, and public event gatherings, whether or not specifically identified herein.

I UNDERSTAND AND ACKNOWLEDGE THAT THE ABOVE LIST IS NOT EXHAUSTIVE AND THAT OTHER RISKS, HAZARDS, AND DANGERS MAY EXIST THAT ARE NOT IDENTIFIED HEREIN. I voluntarily and knowingly assume, on behalf of myself and my Child, **ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, LOSS, OR DAMAGE** to person or property arising from or in any way related to my Child's participation in the Event, whether caused by the negligence of the Released Parties or otherwise, and I accept full personal responsibility for any such injury, illness, disability, death, loss, or damage.

4. WAIVER AND RELEASE FROM LIABILITY

In consideration for my Child being permitted to participate in the Event at no cost, I, the undersigned Parent/Guardian, on behalf of myself, my Child, and our respective heirs, executors, administrators, personal representatives, assigns, and next of kin, **HEREBY WAIVE, RELEASE, AND FOREVER DISCHARGE** all Released Parties from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages, and liabilities of every kind and nature, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, in law or in equity, **INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE,** of any of the Released Parties, that I or my Child ever had, now have, or may hereafter have, arising from or in any way related to my Child's participation in the Event or presence at Event locations. This release includes, without limitation, claims for personal injury, bodily injury, illness, disease, death, emotional distress, mental anguish, property damage, or any other losses of any kind, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.**

This waiver and release does not apply to claims arising from the **intentional, willful, or wanton misconduct** of any Released Party.

5. COVENANT NOT TO SUE

I, the undersigned Parent/Guardian, on behalf of myself, my Child, and our respective heirs, executors, administrators, personal representatives, assigns, and next of kin, **COVENANT AND AGREE THAT I WILL NOT SUE, FILE ANY CLAIM, OR BRING OR CAUSE TO BE BROUGHT ANY LEGAL ACTION, PROCEEDING, OR DEMAND** against any of the Released Parties for any claims, injuries, losses, or damages released or waived herein. Should I, my Child, or anyone acting on our behalf bring any such action, claim, or proceeding in violation of this covenant, **I SHALL BE LIABLE FOR AND AGREE TO PAY** all costs, expenses, and reasonable attorney's fees incurred by any Released Party in defending against such action, claim, or proceeding.

6. INDEMNIFICATION AND HOLD HARMLESS

I, the undersigned Parent/Guardian, agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** all Released Parties from and against any and all claims, demands, causes of action, losses, damages, judgments, liabilities, costs, and expenses, including reasonable attorney's fees and court costs, brought by or on behalf of myself, my Child, any family member, any third party, or anyone acting on our behalf, arising from or in any way related to my Child's participation in the Event, my Child's presence at Event locations, or any breach of this Agreement by me or my Child. This indemnification obligation shall survive the termination or expiration of this Agreement.

7. PARENT/GUARDIAN RESPONSIBILITIES AND SUPERVISION

By signing below, I represent and warrant that: (a) I am the parent or legal guardian of the Child identified herein; (b) I have the legal authority to execute this Agreement on behalf of my Child pursuant to Florida Statute § 744.301; (c) **I agree to remain physically present at the Event and provide direct, continuous, and uninterrupted supervision of my Child at all times during the Event, including during all fishing, weigh-in, award, and social activities;** (d) I accept sole and exclusive responsibility for the safety, behavior, and actions of my Child at all times; (e) I acknowledge that Wounded Waters Inc volunteers and staff are **not responsible for supervising, monitoring, or caring for my Child;** (f) I agree that any improper, disruptive, or unsafe behavior by my Child may result in immediate removal from the Event without recourse; and (g) I agree to abide by and ensure my Child abides by all Event rules, regulations, and procedures, and all applicable federal, state, and local laws and regulations.

8. ANIMAL POLICY

I acknowledge that animals, including dogs and other pets, may be present at Event locations. All animals must be kept on a leash or otherwise properly restrained at all times. Animals must remain under the direct control and supervision of their owner at all times. Wounded Waters Inc reserves the right, in its sole discretion, to require the immediate removal of any animal from the event premises that displays aggressive, threatening, or disruptive behavior, or that otherwise poses a risk to the safety or well-being of any person. The animal's owner bears sole responsibility and liability for any injury or damage caused by their animal pursuant to **Florida Statute § 767.04**. Wounded Waters Inc, Causeway Cove Marina, and all Event sponsors are not responsible for the behavior of any animal brought to the Event by any participant, attendee, volunteer, or third party. I understand that children under six (6) years of age may not be subject to the "bad dog" sign defense under Florida law, and I accept responsibility for keeping my Child away from unfamiliar animals.

9. MEDICAL FITNESS AND EMERGENCY AUTHORIZATION

I attest that my Child is physically and medically fit to participate in the Event and has no medical conditions that would prevent safe participation. **I hereby authorize Wounded Waters Inc, its volunteers, agents, and any emergency medical personnel to obtain or provide emergency medical treatment for my Child, including first aid, CPR, AED use, emergency transport, and hospital care, if in their judgment such treatment is reasonably necessary.** I agree that all costs of emergency medical treatment, transport, and hospital care shall be my sole financial responsibility. I agree to disclose any relevant medical conditions, allergies, medications, or special needs to a Wounded Waters Inc representative prior to my Child's participation. Relevant medical information is provided in the signature block below.

10. MEDIA AND IMAGE RELEASE

I give Wounded Waters Inc, its licensees, successors, and assigns the absolute and irrevocable right and permission to use the name, likeness, voice, photographs, video recordings, and images of my Child and myself, in whole or in part, in any and all forms of media now known or hereafter developed, including but not limited to print, digital, social media, television, and internet, for advertising, promotional, editorial, charitable, fundraising, or any other lawful purpose, without compensation, notice, review, or consent. I waive any right to inspect or approve any finished product or the use to which it may be applied.

11. SEVERABILITY AND GOVERNING LAW

If any provision, section, subsection, clause, or phrase of this Agreement is found to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such finding shall not affect, impair, or invalidate the remaining provisions, which shall remain in full force and effect. Each provision of this Agreement shall be construed as severable and independent of every other provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any dispute arising from or related to this Agreement or the Event

shall be litigated exclusively in state or federal courts located in Indian River County, Florida, and the undersigned hereby consents to the personal jurisdiction of such courts and waives any objection to venue.

12. ENTIRE AGREEMENT AND ACKNOWLEDGMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral. No modification of this Agreement shall be valid unless made in writing and signed by both parties. This Agreement is binding upon the undersigned and his or her heirs, executors, administrators, personal representatives, assigns, and next of kin.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY, INCLUDING THE NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN REQUIRED BY FLORIDA STATUTE § 744.301. I FULLY UNDERSTAND ALL OF ITS TERMS, CONDITIONS, AND CONSEQUENCES. I UNDERSTAND AND ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS ON BEHALF OF MYSELF AND MY CHILD, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES FOR INJURIES ARISING FROM NEGLIGENCE. I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, AND WITHOUT INDUCEMENT, PROMISE, OR GUARANTEE BEING COMMUNICATED TO ME. I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND AM MENTALLY COMPETENT TO ENTER INTO THIS AGREEMENT. I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD IDENTIFIED BELOW AND HAVE THE LEGAL AUTHORITY TO BIND MY CHILD TO THE TERMS OF THIS AGREEMENT.

PARENT/GUARDIAN AND CHILD INFORMATION

Child's Full Legal Name: _____

Child's Date of Birth: _____

Child's Age: _____

Parent/Guardian Full Legal Name (Print): _____

Relationship to Child: _____

Parent/Guardian Signature: _____

Date: _____

Phone: _____

Email: _____

Address: _____

Emergency Contact (if different from above): _____

Emergency Contact Phone: _____

Known Allergies or Medical Conditions: _____

Current Medications: _____

WOUNDED WATERS INC — WITNESS

Witness Name (Print): _____

Witness Signature: _____

Title / Role: _____

Date: _____