



WOUNDED WATERS INC

A 501(c)(3) Nonprofit Organization

VOLUNTEER AND EVENT STAFF

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

PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

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; all venue hosts, property owners, operators, managers, landlords, marinas, and their respective employees, agents, tenants, and representatives; all judges, committee members, instructors, dive masters, boat captains, medical personnel, and any other persons or entities involved in the planning, organization, promotion, or execution of any Event and all associated activities.

“Volunteer/Staff Member” shall mean the undersigned individual who is volunteering, working, assisting, or otherwise providing services in any capacity at, for, or in connection with any Event, whether in a paid or unpaid capacity, including but not limited to event volunteers, committee members, board members, weigh masters, judges, dock hands, registration workers, setup and teardown crews, food service and distribution personnel, dive support staff, boat crew, medical support, security, administrative support, and any other persons providing services or support.

“Event” shall mean any and all events, programs, activities, and operations conducted by, organized by, sponsored by, or held for the benefit of Wounded Waters Inc, whether now existing or hereafter created. This includes, but is not limited to: the Wounded Waters Offshore Fishing Tournament and all associated activities (captains meeting, registration, fishing, weigh-in, awards ceremony); saltwater therapy programs; SCUBA dive certification and dive therapy programs; kayak and paddleboard excursions; food assistance and distribution programs; fundraising events, galas, and social gatherings; community outreach events; veteran and first responder support programs; dock activities; boat trips and marine excursions; educational workshops and seminars; setup, teardown, and logistical operations; and any other current or future programs, activities, or events operated under the Wounded Waters Inc name or mission.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISKS

I, the undersigned Volunteer/Staff Member, acknowledge that participation in any Event involves **inherent risks, hazards, and dangers** that cannot be eliminated regardless of the care taken to avoid them. These risks include, but are not limited to:

Drowning, near-drowning, and other water-related emergencies; capsizing, sinking, or swamping of vessels; collision with other vessels, submerged objects, fixed structures, or marine life; slips, trips, and falls on wet surfaces, docks, seawalls, boat ramps, dive platforms, and marina property; injuries from lifting, carrying, or moving heavy objects including equipment, supplies, ice, fish, tanks, and event materials; exposure to sharp objects including fishing tackle, hooks, gaffs, knives, lines, and dive equipment; contact with marine life including bites, stings, punctures, and exposure to harmful organisms or bacteria; injuries sustained while handling fish or marine animals; SCUBA diving risks including decompression sickness, barotrauma, equipment failure, air supply emergencies, entanglement, and hazardous marine conditions; boating hazards including equipment failure, fire, explosion, carbon monoxide exposure, being struck by vessel wake, and man overboard situations; exposure to adverse weather conditions including extreme heat, sun, lightning, storms, high winds, heavy rain, cold temperatures, fog, and strong currents; dehydration, heat exhaustion, heat stroke, sunburn, and hypothermia; injuries from vehicle or vessel traffic in and around event areas; equipment failure or malfunction; fire or electrical hazards; allergic reactions including food allergies and insect stings; exposure to fuels, chemicals, cleaning agents, and other hazardous materials; food handling and preparation hazards; injuries caused by animals present at event locations, including but not limited to dog bites, animal scratches, kicks, stings, allergic reactions to animals, being knocked down or

trampled by animals, and contact with animal waste or bodily fluids, whether such animals are owned by event participants, attendees, spectators, third parties, or are stray or wild; injuries caused by the acts or omissions of event participants, other volunteers, spectators, or third parties; medical emergencies occurring at locations where immediate medical assistance may be unavailable or delayed; and any other risks inherent in marine activities, outdoor recreational events, food distribution, diving operations, and nonprofit event operations.

I UNDERSTAND THAT THE ABOVE LIST IS NOT EXHAUSTIVE AND THAT OTHER RISKS, HAZARDS, AND DANGERS MAY EXIST. I voluntarily and knowingly assume all such risks, whether specifically identified herein or not, and accept full personal responsibility for any injury, disability, death, loss, or damage to myself or my property arising from or in any way connected with my participation in any Event as a Volunteer/Staff Member.

3. WAIVER AND RELEASE FROM LIABILITY

In consideration for being permitted to participate in any Event as a Volunteer/Staff Member, I, the undersigned, on behalf of myself, my 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, in law or in equity, **INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM THE NEGLIGENCE** of any of the Released Parties, that I ever had, now have, or may hereafter have, arising from or in any way related to my participation in any Event.

This release includes, but is not limited to, claims for personal injury, bodily injury, illness, death, emotional distress, property damage, property theft, property loss, or any other losses, costs, or damages of any kind, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE.** This waiver does not apply to claims arising from the intentional, willful, or wanton misconduct of any Released Party.

4. COVENANT NOT TO SUE

I, the undersigned, on behalf of myself, my heirs, executors, administrators, personal representatives, assigns, and next of kin, **COVENANT AND AGREE NOT TO SUE OR BRING ANY LEGAL ACTION** against any of the Released Parties for any claims, demands, or causes of action released herein. If I, or anyone acting on my behalf, brings any such action, **I AGREE TO INDEMNIFY AND HOLD HARMLESS** all Released Parties from any and all costs, expenses, and attorney's fees incurred in defending against such claims.

5. INDEMNIFICATION

I, the undersigned, agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** all Released Parties from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs, and expenses, including reasonable attorney's fees and court costs, brought by or on behalf of myself, any third party, or anyone acting on my behalf, arising from or in any way related to my participation in any Event as a Volunteer/Staff Member, including but not limited to any claims arising from my own negligent acts or omissions or the negligent acts or omissions of any of the Released Parties.

6. VOLUNTEER/STAFF RESPONSIBILITIES

By signing below, I agree to perform my assigned duties in a safe and responsible manner and to follow all instructions, rules, and safety procedures provided by Wounded Waters Inc and its authorized representatives. I understand that I may be reassigned, removed from duties, or dismissed from any Event at any time and for any reason at the sole discretion of Wounded Waters Inc. I agree to immediately report any unsafe conditions, injuries, or incidents to a Wounded Waters Inc representative. I agree to abide by all applicable federal, state, and local laws and regulations while participating in any Event.

Animal Policy: I acknowledge that animals, including dogs and other pets, may be present at Event locations and that such animals are owned by and under the sole control and responsibility of their respective owners. I understand that all animals at any Event must be kept on a leash or otherwise properly restrained at all times, and that 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. I acknowledge that Wounded Waters Inc is not responsible for the behavior of any animal brought to an Event by any participant, attendee, volunteer, or third party, and that the animal's owner bears sole responsibility and liability for any injury or damage caused by their animal pursuant to Florida Statute § 767.04.

7. MEDICAL FITNESS AND EMERGENCY AUTHORIZATION

I attest that I am physically and medically fit to perform volunteer or staff duties at any Event in which I participate. I understand that immediate medical attention may not be readily available at all event locations, including offshore, underwater, and remote locations. I agree to these conditions and authorize emergency medical treatment if required, at my expense.

8. MEDIA AND IMAGE RELEASE

I give Wounded Waters Inc, its licensees, successors, and assigns the absolute and irrevocable right and permission to use my name, likeness, voice, photographs, video recordings, and images, in whole or in part, in any and all forms of media now known or hereafter developed, for advertising, promotional, editorial, charitable, or any other lawful purpose, without compensation, notice, review, or consent.

9. DURATION AND CONTINUING EFFECT

This Agreement shall remain in full force and effect for all Events in which I participate as a Volunteer/Staff Member from the date of execution forward, unless revoked by me in writing and delivered to Wounded Waters Inc. I understand that this is a **continuing waiver** that applies to all current and future Events and that I do not need to sign a new waiver for each Event. I may revoke this waiver at any time by providing written notice to Wounded Waters Inc, but such revocation shall not affect any claims or liability arising from Events in which I participated prior to revocation.

10. SEVERABILITY AND GOVERNING LAW

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid while preserving the original intent, and the remainder shall be construed to give maximum protection to the Released Parties as permitted by law. This Agreement shall be governed by the laws of the State of Florida. Any dispute shall be litigated exclusively in state or federal courts in Indian River County, Florida, and the undersigned consents to personal jurisdiction of such courts.

11. 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 oral or written agreements, understandings, or representations.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY. I UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASED PARTIES. THIS AGREEMENT COVERS MY PARTICIPATION IN ALL WOUNDED WATERS INC EVENTS, NOW AND IN THE FUTURE. I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, WITHOUT DURESS, AND WITHOUT INDUCEMENT. MY SIGNATURE IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER AND RELEASE OF ALL LIABILITY TO THE FULL EXTENT PERMITTED BY LAW. I AM 18 YEARS OF AGE OR OLDER AND MENTALLY COMPETENT TO ENTER INTO THIS AGREEMENT.

VOLUNTEER / EVENT STAFF INFORMATION

Name (Print): _____

Role / Assignment: _____

Signature: _____

Date: _____

Phone: _____

Email: _____

Emergency Contact Name: _____

Emergency Contact Phone: _____

WOUNDED WATERS INC — WITNESS

Witness Name (Print): _____

Witness Signature: _____

Title / Role: _____

Date: _____