

**16<sup>TH</sup> ANNUAL EMERALD COAST POKER RUN**  
**SATURDAY, AUGUST 16, 2008**

**WAIVER, INDEMNIFICATION, RELEASE OF LIABILITY,**  
**AND ASSUMPTION OF RISK ACKNOWLEDGEMENT**

**1. VOLUNTARY PARTICIPATION**

The undersigned applicant (the "Releasor") acknowledges that he/she has voluntarily agreed to participate in the 16<sup>th</sup> Annual Emerald Coast Poker Run on Saturday, August 16, 2008.

**2. ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION, AND CONTRACT LIMITING LIABILITY**

The Releasor, in consideration for being granted the ability to participate in the 16<sup>th</sup> Annual Emerald Coast Poker Run, hereby agrees to a waiver of liability, and hereby contracts and agrees on behalf of himself/herself and his/her heirs, assigns, executors, agents, representatives, and/or administrators, to release, discharge, covenants not to sue, agrees to indemnify, and save and hold harmless the 16<sup>th</sup> Annual Emerald Coast Poker Run, the Emerald Coast Foundation, Inc., their respective administrators, directors, agents, contractors, members, guests, invitees, officers, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners, lessors, and lessees of premises on which the 16<sup>th</sup> Annual Emerald Coast Poker Run takes place (each considered one of the "Releasees" herein) from all liability, claims, injuries, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations and regardless of whether said activities were in violation of applicable local, state, or federal laws or regulations, or rules and regulations of the 16<sup>th</sup> Annual Emerald Coast Poker Run, and further agree that if, despite this release, I, or anyone on my behalf, makes a claim or causes a claim to be made against any of the Releasees named above, I and/or my estate will indemnify and save and hold harmless each of the Releasees from any litigation expenses, attorney's fees, loss, liability, damage, or costs any may incur as the result of any such claim.

**(Initial here: \_\_\_\_\_)**

The Releasor recognizes, agrees, and understands that boating can be a dangerous activity that can involve risks and dangers, including, but not limited to, property damage and serious bodily injury, including permanent disability, paralysis, and death (the "Risks"). Despite the Risks, the Releasor believes that he/she is qualified to participate in such activity, including the 16<sup>th</sup> Annual Emerald Coast Poker Run. These Risks may be caused by my own action's or inaction's, the action's or inaction's of others participating in the 16<sup>th</sup> Annual Emerald Coast Poker Run, the action's or inaction's of others not participating in the 16<sup>th</sup> Annual Emerald Coast Poker Run, and/or the negligence of the Releasees. The Releasor also understands there may be other risks and social and economic losses either not known to him/her, or not readily foreseeable at this time, and he/she fully accepts and assumes all such risks and all responsibility for losses, costs, and damages incurred as a result of his/her participation in the 16<sup>th</sup> Annual Emerald Coast Poker Run. The Releasor further acknowledges that he/she is aware the activity

will be conducted in open waters where the public at large will be present. The Releasor further agrees and warrants that if at any time he/she believes the conditions to be unsafe, he/she will immediately cease further participation in the 16<sup>th</sup> Annual Emerald Coast Poker Run.

**(Initial here: \_\_\_\_\_)**

The Releasor recognizes that in the event of an accident during the 16<sup>th</sup> Annual Emerald Coast Poker Run, circumstances may exist which make it difficult, if not impossible, to determine the degree of fault, liability negligence, lack of due care, or intentional misconduct of the pilot and/or throttle person, and the Releasor agrees that in the event of such a situation, he/she shall be deemed to have been guilty of comparative negligence to the extent of fifty percent (50%) or greater, and shall be deemed to have assumed the risk. The Releasor specifically recognizes and agrees that this waiver of liability, assumption of risk, indemnification, and contract limiting liability limits all legal rights which the undersigned and/or the undersigned's parents, spouse, children or dependents may have pursuant to Florida Statutes, and is made not only on behalf of himself/herself, but on behalf of any person wholly or partially dependent on him/her.

**(Initial here: \_\_\_\_\_)**

The Releasor agrees and understands that if any part, article, paragraph, sentence or clause of this waiver of liability, assumption of risk, indemnification, and contract limiting liability is not enforceable, the affected provision shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, and that the remainder shall continue in full force and effect.

**(Initial here: \_\_\_\_\_)**

The Releasor understands and agrees that he/she must comply with all applicable rules, regulations, and policies governing the 16<sup>th</sup> Annual Emerald Coast Poker Run. The Releasor understands and agrees that the Emerald Coast Foundation, Inc. reserves the right to dismiss me, my team, and/or my boat from the 16<sup>th</sup> Annual Emerald Coast Poker Run, at any time, should my actions or general behavior, in the sole discretion of the Emerald Coast Foundation, Inc., be determined to constitute a danger to myself, others, or to the acceptability of the 16<sup>th</sup> Annual Emerald Coast Poker Run, to its hosts, advertisers, sponsors, and the owners, lessors, and lessees of the premises on which the 16<sup>th</sup> Annual Emerald Coast Poker Run takes place, or if it is determined that my actions or general behavior impedes or obstructs the progress and objectives of the 16<sup>th</sup> Annual Emerald Coast Poker Run in any way.

**(Initial here: \_\_\_\_\_)**

### **3. KNOWING AND VOLUNTARY SIGNING OF THIS DOCUMENT**

The Releasor hereby certifies that he/she has read the above release, waiver of liability, assumption of risk, indemnification, and contract limiting liability, and he/she understands the same and certifies, on behalf of himself/herself, his/her heirs, assigns, executors, agents,

representatives, and/or administrators, that he/she will in no way challenge, contradict, impeach, or in any other way attempt to limit the terms of this release, waiver of liability, assumption of risk, indemnification, and contract limiting liability.

#### 4. ADDITIONAL REPRESENTATIONS

Releasor represents that: (i) he/she is 18 years of age or older; (ii) he/she is submitting this release, waiver of liability, assumption of risk declaration, indemnification, and contract limited liability voluntarily and of his/her own free will; (iii) he/she has no physical or emotional problems, nor any history thereof, which will impair his/her ability to participate in the 16<sup>th</sup> Annual Emerald Coast Poker Run; (iv) he/she understands and agrees that it is his/her responsibility to assess the hazards presented by his/her participation in the 16<sup>th</sup> Annual Emerald Coast Poker Run, and further agree that he/she is the ultimate judge as to whether he/she can and should participate 16<sup>th</sup> Annual Emerald Coast Poker Run, without risk of harm to himself/herself or others; (v) he/she understands and expressly assumes all the dangers incident to participating in the 16<sup>th</sup> Annual Emerald Coast Poker Run and hereby release all claims, including, but not limited to, personal injury, property damage, or destruction, and death, regardless of cause, and whether for bodily injury, property damage, or loss otherwise, which he/she may ever have against the Releasees; and (vi) his/her participation in the 16<sup>th</sup> Annual Emerald Coast Poker Run is entirely optional and his/her own free choice; his/her participation in the 16<sup>th</sup> Annual Emerald Coast Poker Run is in no way a requirement of the Emerald Coast Foundation, Inc.

**THE RELEASOR HAS READ THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAS SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, INTENDS IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THAT THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**RELEASOR:**

\_\_\_\_\_  
Signature of Releasor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Releasor

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address of Releasor

**DECLARATION OF WITNESSES**

I certify that \_\_\_\_\_ acknowledged in our presence that he/she has read and fully understands the meaning and consequences of the foregoing document, and has signed it in my presence.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Address of Witness

**PARENTAL CONSENT AND INDEMNIFICATION AGREEMENT**

I, the minor’s parent and/or legal guardian, understand the nature of the above referenced activities and the minor’s experience and capabilities and believe the minor to be qualified to participate in such “activity”. I hereby release, discharge, covenant not to sue and agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage or cost any Releasees may incur as the result of any such claim.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Guardian