

## **Waiver & Release of Liability and Assumption of Risk Acknowledgement**

ALL PATRONS of the **Cardinal Newman Crusader Classic Fishing Tournament** must complete this release and waiver agreement (hereinafter "Covenant") before the beginning of any fishing.

I hereby acknowledge that participating in the fishing tournament presents a risk of personal injury, death and damage or loss of personal property which may result from known and unknown causes including but not limited to the following: operating watercraft, watercraft collision, watercraft sinking, drowning, fishing, fire, boarding and unboarding of watercrafts and natural hazards including, adverse weather conditions.

I hereby acknowledge and recognize the existence of these risks, and assume all risks completely, and agree that I shall release, waive, hold harmless, defend and take no actions or suits, for debts, dues, sums of money, claims or demands whatsoever at law or in equity against the Diocese of Palm Beach, Inc. Bishop Gerald Barbarito, Cardinal Newman High School, Inc., and their owners, affiliates, employees and agents (hereinafter jointly and individually "Sponsors") for personal injury, death, damage or loss of personal property associated with, relating to or arising from those risks enumerated above or otherwise that occur while I am participating in any stage of the Cardinal Newman Crusader Classic Fishing Tournament.

I understand and acknowledge that by signing this document that I have given up certain legal rights and/or possible claims which I might otherwise assert or maintain against the Sponsors. IN THE EVENT A DISPUTE OR CONTROVERSY ARISES ON BEHALF OF MYSELF AND MY HEIRS, I HEREBY WAIVE THE RIGHT TO A JURY TRIAL AND AGREE TO DETERMINATION OF ALL FACTS BY THE COURT.

I attest that my vessel is in compliance with all Coast Guard regulations. I further attest that I maintain adequate general liability and vessel insurance of not less than \$250,000.00 to protect myself and the passengers on the vessel in the event of personal injury, death or damage. I understand that Sponsors do not maintain insurance for the benefit of patrons of the tournament.

I understand that this Covenant reflects our entire agreement and that my signature indicates that I have read and understand this Covenant and that I have signed this Covenant of my own free will. I further state that I am of lawful age to sign this Covenant and that if I am signing it on behalf of a minor, I am the minor's natural guardian for whom I am legally responsible. This Covenant can only be amended in writing.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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 SPONSOR 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 RIGHTS AND YOUR RIGHTS TO RECOVER FROM SPONSOR 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 SPONSOR HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Minor's Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Minor's Signature: \_\_\_\_\_

Parent/Guardian signature: \_\_\_\_\_

Date: \_\_\_\_\_