

**THE HOGAN LAW FIRM CHARITY FISHING TOURNAMENT
ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY, AND IMPLIED CONSENT**

In consideration of being allowed to participate in any way in the **ELEVENTH (11th) ANNUAL HOGAN LAW FIRM CHARITY FISHING TOURNAMENT (2020)**, its related events and activities (hereinafter referred to as "the Activities"), I, _____, the undersigned, acknowledge, appreciate, and agree that:

1. _____ I am fully aware of the risks and hazards connected with being on the premises and participating in the Activities, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in the Activities, and I hereby elect to voluntarily participate in the Activities, to enter upon the Activities premises and engage in the Activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property; and,

2. _____ The risk of injury from the Activities is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I VOLUNTARILY, KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and I assume full responsibility for my participation in the Activities and for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the Activities, whether caused by the negligence of Releasees or otherwise; and,

3. _____ I acknowledge that the Activities are physically strenuous and that I will be exerting myself and I represent and warrant that that I am in good health and physically fit to perform the Activities on the premises; have no health conditions that would prevent participation in the Activities; and that if I am injured as a result of the Activities that I expressly assume the risk of any injuries and that I will not hold the Releasees responsible for same; and,

4. _____ I acknowledge that I am individually responsible for being familiar and complying with all applicable laws and regulations, including but not limited to those of Hernando County, the State of Florida and the United States, concerning the concurrent operation of watercraft and the consumption and/or possession of alcoholic beverages; and agree to abide by same. I agree to familiarize myself with all applicable alcoholic beverage laws prior to participating in the Activities and to abide by same

5. _____ I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Event Coordinator immediately; and,

6. _____ I am well and thoroughly informed of the inherent hazards associated with my participation in the Activities. I acknowledge that I have been fully advised of and have actual knowledge and conscious appreciation of the particular risks associated with fishing and the Activities, including but not limited to those risks and dangers which could result in death, illness (physical or mental), or damage to him/herself, his/her property, or to other third parties, and all other risks and dangers naturally inherent in fishing and the Activities. I understand that the Activities are conducted at a site that is remote, either by time or distance or both, from emergency facilities. I still choose to proceed with participating in the Activities in spite of the possible absence of emergency facilities; and,

7. _____ I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin, executors, invitees, administrators, agents and assigns (hereinafter referred to as "Releasor"), HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS The Hogan Law Firm, its officers, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the Activities (the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. Further, I hereby, release, indemnify and hold harmless the Releasees with respect to any and all Claims arising out of my failure to comply with applicable alcoholic beverage laws; and,

8. _____ I, for myself and on behalf of my heirs, assigns, personal representatives, next of kin, executors, invitees, administrators, agents and assigns hereby forever release, waive, indemnify, hold harmless, discharge and covenant not to sue Releasees from any and all liability, claims, demands, actions, damages, and causes of action, either in law or in equity, whatsoever arising out of, or relating to, any loss, damage or injury or by any reason of any bodily injury or personal injuries known or unknown, including death and/or any property or equipment damage known or unknown (collectively "Claims") that may be sustained by me, or to any property belonging to me, or which may occur while participating in the Activities, or while in, on or upon the premises where the Activities are being conducted, while in transit to or from the premises, or in any place or places connected with the Activities. I realize that I am responsible for any and all injury to persons or damage to property which may occur as a result of or in connection with my participation in the Activities; and,

9. _____ I further agree that all ancillary rights, including but not limited to publicity, movies, television, photo, literary, and replica rights, are exclusively the property of The Hogan Law Firm and The Hogan Law Firm Charity Fishing Tournament; and,

10. _____ I expressly agree that this Assumption of Risk, Waiver and Release of Liability, Implied Consent agreement ("Waiver") is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full force and effect. This Waiver shall be governed only by the laws of the State of Florida and jurisdiction and venue is hereby agreed by the parties to be solely and exclusively in state courts (county or circuit court) located in Hernando County, Florida. Releasors agree to pay all costs of suits related to the enforcement of this Waiver, including reasonable attorney's fees in all proceedings. Any modification of this Waiver must be written and signed by the parties hereto. A copy of Releasor's signature on this Waiver shall be as enforceable and binding as the original; and,

11. _____ I hereby represent and warrant that I am at least eighteen (18) years of age and fully competent, and I have carefully read this Waiver and understands all of its contents, and execute it voluntarily and with full knowledge of its significance. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made.

I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME. I HAVE READ THIS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND IMPLIED CONSENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IN WITNESS WHEREOF, Releasor has executed this agreement at on this ____ day of _____, 2020.

Releasor:

Printed Name

Signature

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