

The logo features the word "KAYAK" in large, bold, orange 3D letters with a white outline. A blue oval with the words "FLORIDA SPORTSMAN" in white is positioned over the first few letters. Below "KAYAK" is the word "CHALLENGE" in a smaller, bold, black, sans-serif font.

WAIVER, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE

In consideration of being allowed to participate in any way in the Florida Sportsman Kayak Challenge online tournament, website, and any related events and activities, you, the Participant, assumes all risks and liabilities associated therewith and agrees to the following:

1. I, the Participant, acknowledge and fully understand that I will be engaging in activities that involve risk of damage to personal property, or serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions or negligence, but the actions, inactions or negligence of others, as a result of kayaking, fishing, wading in the water and swimming, including but not limited to perils of sea and waterways, acts of other participants, adverse sea and weather conditions, and other risks that are not known, knowable or reasonably foreseeable at this time and I hereby assume complete responsibility and liability for such risks. I agree that Florida Sportsman, Intermedia Outdoors and/or its owner, directors, affiliates, associates, moderator, agents, employees, volunteers, sponsors and any other individual in any way associated with Florida Sportsman (hereinafter collectively referred to "Florida Sportsman and associates") are in no way liable for any injuries or accidents that may occur while assuming these risks.
2. I do hereby release, waive, discharge and COVENANT NOT TO SUE Florida Sportsman and associates from any and all liability to me, my heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death, or damage to property caused or alleged to be caused in whole or in part by my participation in the Florida Sportsman Kayak Challenge and/or the negligence or any other actions of the Florida Sportsman and associates or otherwise.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF FLORIDA SPORTSMAN AND ASSOCIATES or others, and assume full responsibility for my participation in the Florida Sportsman Kayak Challenge.
4. I certify that I assume all risk of potential bodily injury from participation in the Florida Sportsman Kayak Challenge and that my physical condition and training are adequate to enable me to compete safely in this Florida Sportsman online kayak fishing tournament.
5. I hereby grant full permission to Florida Sportsman and associates any and all of the sponsors of this event or their representatives to use any photographs, video, or any other records of this event for any purpose whatsoever.
6. As a Participant in the Florida Sportsman Kayak Challenge, I am aware that all prizes awarded in association with the Florida Sportsman Kayak Challenge may be subject to federal and/or state taxes. As such, I assume all responsibility for reporting and remitting such taxes to the appropriate authority and acknowledge that Florida Sportsman and associates assume no responsibility for Participant's failure to report awarded prizes and remit any related tax due and owing.
7. This waiver may not be modified in any way by Participant or any other individual. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.
8. I, Participant, hereby warrant and represent that I am over 18 years of age and have agreed to this WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE freely and voluntarily. If Participant is a minor--under the age of 18--and wishes to participate in the Florida Sportsman Kayak Challenge, Participant and legal guardian hereby warrant that the exemption waiver has been completed by legal guardian and remitted to Florida Sportsman and associates evidencing that minor and legal guardian, both, are voluntarily and freely agreeing to this WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE.

I HAVE READ THE ABOVE TERMS, WAIVER, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT FREELY AND VOLUNTARILY BY COMPLETING THE ONLINE FISHING TOURNAMENTS REGISTRATION.

Kayak Angler Print Name: _____

Kayak Angler's Signature: _____ Date: _____