

Treasure Cay Resort Hotel & Marina Lionfish Tournament

April 16th, 2010

Treasure Cay Marina, Abaco, Bahamas

Mandatory Legal Waiver Form

Full Name: _____

Date: _____

Name of Boat: _____

Team Members Names: (up to three in addition to boat captain per boat): _____

BE ADVISED THAT THIS IS A WAIVER WHICH MEANS YOU WILL BE GIVING UP ALL LEGAL RIGHTS CONCERNING ANY COURSE OF ACTION AGAINST Treasure CAY RESORT HOTEL & MARINA, THEIR AGENTS, VOLUNTEERS, CORPORATE REPRESENTATIVES AND ALL INDIVIDUALS AFFILIATED WITH LIONFISH TOURNAMENT BY SIGNING THIS DOCUMENT. IF YOU DO NOT UNDERSTAND YOUR LEGAL POSITION BY SIGNING THIS DOCUMENT, YOU SHOULD CONSULT WITH AN ATTORNEY. PLEASE INITIAL NEXT TO EACH ITEM. YOUR SIGNATURE AT THE BOTTOM INDICATES AGREEMENT WITH ALL OF THE ITEMS, REGARDLESS IF ONE OR MORE OF THEM IS NOT INITIALED. IF YOU DO NOT AGREE WITH ALL OF THE ITEMS (PARAGRAPHS), DO NOT SIGN THE BOTTOM. PARTICIPATION IN THE LIONFISH TOURNAMENT IS CONDITIONED UPON YOUR EXECUTION OF THIS WAIVER. IF YOU DO NOT SIGN THIS WAIVER, YOU ARE NOT A PARTICIPANT IN THE LIONFISH TOURNAMENT.

DEFINITIONS:

1. Lionfish Tournament: Although the Tournament is run by Treasure Cay Resort Hotel & Marina, in the context of this document, that includes, the organizers, members, volunteers, officers, and all owners of property where the Tournament is headquartered, where the official counting occurs, and all related acts.
2. Diving: In the context of this document, Diving shall mean free diving, snorkel diving, SCUBA diving, spear fishing, netting (or otherwise using any methods allowed under the rules) to harvest Indo Pacific Lionfish while in or on the water.
3. In the context of this document, the word "I" shall mean me, my heirs, survivors, assigns, representatives, estate, legal guardian, attorneys in fact, or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian of a registrant, then it shall mean my ward, me, my ward's heirs, survivors, assigns, representatives, estate, attorneys in fact, legal guardian, and anyone else who may act on behalf of my ward, principal, or minor.

Initials:_____I understand the inherent risks associated with diving. When harvesting fish, I understand that the risk of injury or death is even greater. I have read the Tournament Rules and agree to comply with them completely and waive my rights as to this activity against Treasure Cay Resort Hotel & Marina.

Initials:_____I understand that weather conditions may change rapidly and that Treasure Cay Resort Hotel & Marina is not responsible for my decision to participate in this event. Treasure Cay Resort Hotel & Marina decision to NOT cancel the Tournament does not act as an endorsement of good weather or marine conditions. I will determine these conditions myself and assume all risks inherent with weather conditions.

Initials_____I acknowledge that Indo Pacific Lionfish have venomous spines that can inflict a serious sting and/or cause serious injury or death. I will make every effort not to touch the spines, even after the fish are dead. I accept full responsibility for my handling of Lionfish and for all risks associated with this inherently dangerous activity.

Initials_____ I hereby acknowledge that Treasure Cay Resort Hotel & Marina is in no way directing my activities, or otherwise acting as an advisor or principal. I assume all risks, not only associated with diving and harvesting Lionfish, but also boating and traveling.

Initials_____ I hereby acknowledge that not only can injuries and/or death occur from the risks of diving, but that diving is physically exerting. I agree that I am responsible for making decisions about my own physical condition in conducting these activities.

Initials_____ I hereby agree to waive my right to sue Treasure Cay Resort Hotel & Marina and any of the respective affiliates, assigns associates, or sponsors by participating in the Lionfish Derby, for any injuries, death, emotional distress, pain and suffering, and all other forms of economic and non-economic damages and all claims and causes of action. I waive any and all claims. I will hold Treasure Cay Resort Hotel & Marina harmless from any claims brought on my behalf and agree to indemnify them in case of any claim made against them. Also, I hereby provide a full release for photo and television images.

Initials_____ I hereby acknowledge that in the event of any dispute pertaining to any activity associated with or arising out of the Lionfish Tournament, that the laws of the Commonwealth of the Bahamas and/or the Bahamian Government and/or its territories shall apply, and not the laws of the United States of America or any of its territories. Venue of any dispute shall be in the court closest to the incident that has jurisdiction of this matter within the Commonwealth of the Bahamas. I further acknowledge that in any event of a dispute, the prevailing party shall be entitled to attorney's fees and costs as awarded by any Bahamian Court.

Initials_____ I hereby acknowledge that the official counting and awards setting is at The Treasure Cay Resort Hotel & Marina and that there may be dangers or other hazards associated with that setting, as well as with a Tournament that involves spear fishing and harvesting of Lionfish. I will watch my children, if applicable, and understand all hazards and take full responsibility for my children. I agree to read and follow all of the published rules of the Tournament.

Initials_____ I hereby acknowledge that Treasure Cay Resort Hotel & Marina is not a reseller of any prizes donated to the Tournament. Lionfish Tournament-REEF is merely a temporary custodian of said prizes and is not responsible for any grievance or claim I may have with respect to a prize. There are no refunds of fees or purchases.

Contestant Printed Name Contestant Signature Date

Witness Printed Name Witness Signature Date

**FAX ALONG WITH YOUR REGISTRATION FORM TO:
SABINE KIRCHER AT 954-449-7388**

or hand in to us prior to the tournament at Treasure Cay

Email: sabine@treasurecay.com