

**WAIVER, RELEASE OF LIABILITY
AND COVENANT NOT TO SUE**

In consideration of being allowed to participate in any way in Jaxkayakfishing, LLC's ("Jaxkayakfishing") and Down Syndrome Association of Jacksonville's ("DSAJ") sport fishing activities or related events and activities, the undersigned agrees to the following:

_____ 1. Prior to participating, I will inspect the launch/tournament area and any equipment to be used, and if I believe anything is unsafe, I will immediately advise an agent or employee of Jaxkayakfishing/Daniel of the existence of such condition(s) and refuse to participate.

_____ 2. I 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 I hereby assume complete responsibility and liability for such risks. Further, there may be other risks not known or not reasonably foreseeable at this time.

_____ 3. I do hereby release, waive, discharge and COVENANT NOT TO SUE Jaxkayakfishing/DSAJ, its directors, agents, employees, sponsors or any other individual in any way associated with Jaxkayakfishing/DSAJ, all of which are hereinafter referred to as "Releasees," 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 the negligence or any other actions of the Releasees or otherwise.

_____ 4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.

_____ 5. I certify that my physical condition and training are adequate to enable me to compete safely in this Jaxkayakfishing/DSAJ event.

_____ 6. I hereby grant full permission to any and all of the sponsors of this event or their representatives to use any photographs, video tapes, or any other records of this event for any purpose whatever.

_____ 7. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

_____ 8a. I hereby warrant and represent that I am over 18 years of age and have signed this WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE freely and voluntarily.

_____ 8b. I hereby warrant and represent that I am the parent or legal guardian for the above named participant, and that I have signed this WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE freely and voluntarily in my capacity as their parent or legal guardian on their behalf.

I HAVE READ THE ABOVE WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE AND INITIALED EACH AND EVERY PARAGRAPH THERETO, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT FREELY AND VOLUNTARILY.

Participant's Name: _____ Signature: _____ Date: _____
(PLEASE PRINT)

Parent/Legal Guardian Name: _____ Signature: _____ Date: _____
(PLEASE PRINT)

Witness