

**MURRELLS INLET ANNUAL SPEARFISHING TOURNAMENT
REGISTRATION FORM & WAIVER**

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

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Please be advised that you may be giving up valuable legal rights by signing this document. If you do not understand your legal position by signing this document, you should consult with an attorney. By agreeing electronically or in writing with this document, indicates your agreement with all items, regardless if one or more items is not checked. Participation in the Murrells Inlet Annual Spearfishing Tournament is conditioned upon your execution of this waiver. If you, or your legal guardian, do not sign this document you are not granted the right to be a participant of the Murrells Inlet Annual Spearfishing Tournament.

I hereby acknowledge that I have voluntarily applied to participate in activities known as the Murrells Inlet Annual Spearfishing Tournament, conducted by Scuba Express, LLC

A. DEFINITIONS 1. In the context of this document, the word "I" shall mean me, my family members, heirs, survivors, personal representative(s), estate, wards, legal guardians, attorneys in fact, or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian on behalf of another person, then it shall mean me, my ward's heirs, survivors, personal representatives, estate, attorneys in fact, legal guardian, or anyone else who may act on behalf of my ward or principal. 2. Scuba Express, LLC: Although the tournament is run exclusively by the Scuba Express, LLC, in the context of this document "SCUBA EXPRESS, LLC" shall mean Scuba Express, LLC, its officers/board/directors/members/volunteers, the Murrells Inlet Annual Spearfishing Tournament, the tournament's sponsors, and any and all properties where the Captain's Meeting, Weigh-in, Award Ceremony and other tournament events occur. 3. Diving: in the context of this document, "diving" shall mean all activities associated with participation in, and travel to from the SCUBA EXPRESS, LLC, Annual Spearfishing Tournament, including without limitation freediving, apnea diving, SCUBA (self contained underwater breathing apparatus) diving, swimming, snorkeling, spearfishing, and any other form or method of harvest, capture, observation, or collection of marine life and related marine and land based activities. In consideration of SCUBA EXPRESS, LLC allowing me the privilege of participating in the SCUBA EXPRESS, LLC Annual Spearfishing Tournament, and use of their facilities, if any, I agree, represent and warrant (as applicable) that:

B. WAIVER AND ASSUMPTION OF RISK. 1.) **Assumption of Exceptional Risk:** I voluntarily assume all risk of injury to myself ("injury") shall herein include bodily injury, and or damage to or destruction of or loss of my property, and/or my death, which arises from my participation in any form of Diving or Participation activities described in this Agreement, even when such injury is caused solely or in part by the negligence of one or more Cosigners. (As used herein, a "Cosigner") means a person who has signed this agreement. I AM AWARE THAT PARTICIPATION IN THIS TOURNAMENT AND RECREATIONAL AND/OR COMPETITIVE SPEARFISHING AND/OR DIVING OR PARTICIPATION ARE HAZEROUS ACTIVITIES, AND AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ALL RISKS OF INJURY OR DEATH. 2.) **Cross Release of Liability:** I hereby release every Cosigner and SCUBA EXPRESS, LLC, SCUBA EXPRESS, LLC
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members and Cosigners from any liability for injuries to me arising from my participation in diving, fishing or any related activities and which arise either wholly or in part as a consequence of the negligent acts or omissions of SCUBA EXPRESS, LLC, any SCUBA EXPRESS, LLC members or one or more Cosigners. 3.) **Precondition of participation or SCUBA EXPRESS, LLC membership:** Since every participant is expected to sign this agreement as a precondition for diving or participation in the Tournament, an all such participants are conclusively presumed to have signed this agreement; because of this fact, it is my expect action that this agreement will effectively free me from any liability to such persons, whether or not I can prove that they are, in fact, Cosigners, for my negligent acts or omissions (if any) which related to or are connected to Diving or Participation. 4. **Representations, Warranties and Assumption of Risk:** I understand and agree that: (a) I and others with whom I will come in contact with or whom may interact with me in a manner that may relate to my safety will be attempting, performing or utilizing Diving or Participation such as attending travel to and from volunteering for and participation in land-based tournament activities. (b) I understand that the dangers and risks of Diving or Participation include, but are not limited to: death, serious neck and spinal injuries which may result in complete or partial paralysis, psychological injury, brain damage, serious injury to virtually all internal organs, serious injury to all bones, joints ligaments, muscles, tendons, ears, sinus cavities and other aspects of the neurological system, vascular and/or musculoskeletal system, decompression sickness and serious injury or impairment to other aspects of my body, general health and well-being. Diving or Participation may cause me to suffer the "bends." Diving or Participation may or may not include the use of lethal weapons and dangerous tools as methods of harvest or Participation. These may prove harmful or fatal to me or others. I understand that the degree and risks of Diving or Participation may result not only in serious injury or death but a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities and generally enjoy life. The risks of Diving or Participation described in this Agreement are not an exhaustive list. (c) I understand that the success of my Diving or Participation depends upon the perfect or near perfect functioning of the equipment I and others will or may utilize as well as knowledge, skills, judgment, physical abilities, health, weather, sea conditions and countless other risks which I cannot control and/or which I and others may not be aware of at this time. And that neither any such equipment, conditions, risks or persons, including myself be entirely dependent upon to function perfectly or to act or occur predictably because each of them is subject to mechanical malfunction and operator error, random chance, and changes beyond my or others control or prediction. (d) I freely and voluntarily choose to assume ALL risks inherent, known and unknown involved with Diving or Participation, including but not limited to risks of equipment malfunction or failure to function which may result from some defect in design or manufacture, or from improper or negligent operating or use of the equipment and human error. (e) I understand weather conditions, the seaworthy state of any vessel, preparation of the captain, crew or passengers, and risks posed by marine life may change rapidly, may or may not be predictable, may be beyond my control. And that SCUBA EXPRESS, LLC, it's members and Cosigners are in no way responsible for my Diving or Participation, or for ensuring that nay captain or crew involved in any way in connection therewith complies with applicable laws or standards of conduct or safety. (f) I understand SCUBA EXPRESS, LLC's or Cosigners' decision(s) to schedule, postpone, delay, initiate, start, or NOT cancel, delay, postpone, schedule or start any Diving or Participation in the Tournament or event of any kind, and I agree to abide by their decisions. (g) I understand INITIAL HERE _____

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SCUBA EXPRESS, LLC and its members are not, for purposes of this Agreement, manufacturers maintenance providers, re-sellers of, nor make any warranties of any kind relating to the fitness for particular purpose or safety of any item, equipment or the Tournament prizes, or is otherwise in the chain of distribution for them. The item, equipment or the Tournament prizes I may receive are either gifts from sponsors or are sold or provided to me by third parties, and SCUBA EXPRESS, LLC, I, if it ever has physical custody of such items, only a temporary custodian of these items. (h) I understand that SCUBA EXPRESS, LLC is not responsible for air, NITROX or other gas mixtures used in SCUBA diving, and is not responsible to me in any way whatsoever for my use or failure to use any such gas. (i) I understand SCUBA EXPRESS, LLC is not responsible in any way for training me or preparing me for Diving or Participation. There is not, and will not be deemed to be, any teacher/student or instructor/trainee relationship between me and SCUBA EXPRESS, LLC. I do not hold SCUBA EXPRESS, LLC out or consider them to be in a position of superior knowledge or expertise regarding Diving or Participation. (j) I understand SCUBA EXPRESS, LLC owes no fiduciary duties to me or any duty of care relating to my Diving or Participation. I am not by virtue of my Diving or Participation an agent or employee of SCUBA EXPRESS, LLC or any Cosigner, nor is SCUBA EXPRESS, LLC nor any Cosigner any agent or employee of mine. (k) I understand if I am a minor (under the age of 18) or am not my own legal guardian for any reason (collectively a "minor"), the person executing the Agreement on my behalf has the authority under applicable law to do so and is personally responsible for me in all respects in connection with Diving or Participation. If I am a minor, or under the age of 21 years, I will not drink alcohol prior to, during or after Diving or Participation. (l) I understand if I consume alcohol or drugs of any kind prior to, during or after Diving or Participation, I do so solely at my own risk. (m) I agree that while this event may be located in and around various establishments and/or vehicles in which alcoholic beverages may be served or consumed, if I enter such areas, I am at least 21 years of age or will be accompanied by a parent or guardian, and that I am not required to consume such beverages. In the event that I do consume alcoholic beverages, all of the persons and entities mentioned above who, through negligence or carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, wards or assigns (are not liable for my actions during or after the event. I hereby covenant not to sue, and agree to assume those risks and release and hold harmless all of the persons and entities mentioned above whom, through negligence or carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, wards or assigns) for damages. I agree to accept and abide by the rules and regulations of the event as established and provided to me and to obey the directions of the designated officials and all state and local laws, including traffic laws. (n) I understand I am solely responsible for my own preparation for and performance of Diving and Participation. I have consulted with physicians and other medical advisors (of whom none are agents of SCUBA EXPRESS, LLC) and, taking into account their advice have made my own determination whether I will engage in Diving or Participation. (o) I understand SCUBA EXPRESS, LLC is not responsible to me or any others for providing any form of medical care, search and rescue, vessel assist, or any other aid or assistance whatsoever. I understand that Diving or Participation may take place under conditions or at locations that place me and others out of reach of, or subject to delay in obtaining medical care, rescue or transport. (p) I understand and I agree to pay any reasonable cost to repair or replace any SCUBA EXPRESS, LLC lost or damaged by myself or through my actions, whether by accident or negligence, at or through my Diving or Participation. The determination of

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whether to replace or repair-damaged equipment shall be made by the owner of such equipment. (q) I understand and recognize that there may be diving or fishing practices or rules which others might consider necessary or prudent for safe diving and fishing and which have not been adopted or which are not enforce by either SCUBA EXPRESS, LLC or any Cosigner or one or more of SCUBA EXPRESS, LLC members, officers, directors or agents. I will not hold SCUBA EXPRESS, LLC or any SCUBA EXPRESS, LLC member or Cosigner, acting in any capacity whatsoever, to enforce the buddy system, a failure to require the use of any particular item of diving equipment, a failure to adopt or enforce a policy of canceling dives or fishing due to marine, atmospheric or other dangers, a failure to require any minimum level of diving or fishing expertise or experience for Cosigners, SCUBA EXPRESS, LLC members, Cosigners, or agents in a SCUBA EXPRESS, LLC activity. (r) I understand and recognize that one or more SCUBA EXPRESS, LLC members, SCUBA EXPRESS, LLC or any Cosigner or their parties may negligently omit to give me information, or may give me false or misleading information pertaining to difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that SCUBA EXPRESS, LLC or one or more SCUBA EXPRESS, LLC members, other Cosigners or third parties may negligently approve of my preparation or planning for a dive or my equipment condition or my complement of equipment or my manner of wearing or using equipment. I agree that, despite any accurate or inaccurate information I Receive or learn from anyone other than myself, or fail to receive, I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment decision or my complement of equipment and my manner of wearing or using my equipment is sufficient for the dive I intend to make. (s) I fully understand and recognize that diving solo or having a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to himself or to me (including failing to return a regulator once it is offered to him), or a panicked buddy might hold me underwater without air even to the point where I might drown either near or remote from the surface. Accordingly, I alone will determine whether any proposed buddy is acceptable to me or if I use one at all. (t) Since I understand and recognize that any assistance I might give to a diver or other person in water results in or may result in additional risk to myself, I do not want to be obligated to assist any diver or other person, including my buddy, in any way, whether in or out of water. I agree that SCUBA EXPRESS, LLC and any Cosigners have the same freedom. Thus, in order to hereby obtain benefit of a similar express release from SCUBA EXPRESS, LLC, SCUBA EXPRESS, LLC members and any Cosigners, I agree that neither SCUBA EXPRESS, LLC nor any Cosigner is under any obligation to assist me in any way whatsoever, either in or out of the water, or to offer me air even when I request it, or to stay with me during a diving activity, or to look for me if we become separated. I release all SCUBA EXPRESS, LLC and any Cosigners from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken.

5. **No Oral Modifications:** This agreement cannot be modified by the parties by any means unless such modifications are made in writing, attached to and referenced on this Agreement, and signed by a duly authorized representative of the SCUBA EXPRESS, LLC.

6. **Covenant Not To Sue:** I, my heirs, distributes, executors, administrators, guardians, legal representatives, and assignors, exempt and release the SCUBA EXPRESS, LLC and all

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Cosigners, their officers, directors, agents, employees, representatives, servants or shareholders, or to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs distributes, executors, wards, principals or administrators hereafter may have by reason of injury to my person or to my property directly or indirectly arising from or related to the activities contemplated by, or the risks described in this Agreement (including but not limited to Diving or Participation).

7. **Indemnity Against Claims:** I hereby agree that, my heirs, distributes, executors, administrators, guardians, legal representatives, and assignors will indemnify, save and hold harmless the SCUBA EXPRESS, LLC and all Cosigners, their officers, directors, agents, representatives, servants, employees, attorneys, business advisors and shareholders, conducted from any and all losses, claims actions or proceedings of every kind and character which may be presented or initiated by any persons or activities in connection with, sponsored by or for SCUBA EXPRESS, LLC or Cosigners.

8. **Continuation of Obligations:** I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all times during which I participate either directly or indirectly in Diving or Participation or in any other activity in connection with, sponsored by, or for SCUBA EXPRESS, LLC or Cosigners, and shall be binding upon my heirs, distributes, wards, principals, family members, executors, administrators, guardians, legal representatives and assignors of my estate.

9. **Broad Interpretation:** This Agreement is intended to be as broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or any part of any provision of this agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be effected thereby and shall remain valid and fully enforceable.

10. **Exemption from Liability:** Without limiting any of the foregoing, I, my heirs distributes, executors, administrators, guardians, legal representatives, wards, principals and assignors, exempt, indemnify, defend, hold harmless and release SCUBA EXPRESS, LLC and all Cosigners, their officers, directors, agents, representatives, servants, employees, and shareholders from any and all liability, claims, demands or actions or causes of action from any and all direct, indirect, vicarious, or any other form of liability, claim, demands or actions or causes of actions whatsoever arising out of physical, emotional, economic, non-economic damages, loss or injury to me or my property while participating in any of the activities contemplated by this Agreement (including without limitation Diving or Participation), or otherwise relating to risks described in this Agreement whether such loss, damage, or injury results from the negligence of any person or business or any other cause, omission, or occurrence.

11. In further consideration of the acceptance of my application for entry in the SCUBA EXPRESS, LLC Annual Spearfishing Tournament, I hereby grant full permission to the SCUBA EXPRESS, LLC and/or agents authorized by the promoters to use, reproduce copy, license, or sell photographs, videotapes and any other recording of the Tournament and events, including my name, likeness and/or voice for any purpose.

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BY indicating your acceptance of this Agreement and waiver, you are affirming that you HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THIS AGREEMENT AND HAVE SIGNED IT OF MY OWN FREE WILL.

PRINTED NAME

SIGNATURE

WITNESS PRINTED NAME

WITNESS SIGNATURE

PARTICIPANT'S FULL ADDRESS

DATE OF BIRTH

D.A.N. ID NUMBER IF SCUBA PARTICIPANT

If signing for a Junior Participant (i.e., minor), What is Name of Junior:

Date of Birth of Junior: _____

Dan ID Number of Junior if SCUBA Participant: _____

You Are Guardian by Virtue of (check one)

____ Biological or Adoptive with Full Parental Rights

____ Court Appointed Guardian

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