

# BUGFEST-BY-THE-SEA SPECIAL EVENT LIABILITY RELEASE & ASSUMPTION OF RISK AGREEMENT

## BUGFEST-BY-THE-SEA EVENTS

Great Florida Bug Hunt, Photo & Video Contests, Midnight Beach Dive, SS Copenhagen Dive/Snorkel Trip, Beach or Boat Dives, Anglin's Pier Clean-up, Chatterton Wreck-Diving Workshop or any other dives or snorkeling excursions that are done during the week of BugFest.

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**Participant Must Read Carefully. By registering online, participant agrees to accept the terms and conditions of this agreement. This form is a Release, Waiver of Liability and Assumption of Risk Agreement for participation in any dive or snorkel trip related to BugFest. When registering online for BugFest, the participant agrees that this document/form is a contract with legal consequences.**

I, \_\_\_\_\_, understand and agree that neither the Organizers or the participating parties, the **Town of Lauderdale-By-The-Sea, all members of the BugFest-By-The-Sea Committee**, nor the State of Florida or Broward County, nor any of its affiliate and subsidiary corporations; nor any of their respective employees, officers, agents, volunteers or assigns (hereinafter referred to as "Released Parties"), may be held liable or responsible in any way for any injury, death or other damages to me or my family, estate, heirs, or assigns that may occur as a result of my participation in this activity, or as a result of the negligence of any party, including the Released Parties, whether passive or active.

I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism, or other hyperbaric/air expansion injury that requires treatment in a recompression chamber. I further understand that this activity may be conducted at a site that may be remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

I declare that I am in good mental and physical fitness for this activity, that I am a certified scuba diver trained in safe diving practices, beach diving, and am aware that skin and scuba diving have inherent risks which may result in serious injury or death, and that I am not now, nor will be during any portion of the activity, under the influence of alcohol, nor am I under the influence of any drugs that are contradictory to my participation in this activity. If I am taking medication, I declare that I have seen a physician and have approval to participate in this activity while under the influence of the medication/drugs.

I understand that skin and scuba diving, and especially beach diving, lobster hunting and diving at night, are physically strenuous activities and that I will be exerting myself during this activity and that if I am injured as a result of heart attack, panic, hyperventilation, drowning, or any other cause, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

I will inspect all of my equipment prior to the activity. I will not hold the Released Parties responsible for my failure to inspect my equipment prior to diving or for my failure to identify any issues during my inspection.

I am aware that safe diving practices suggest diving with a buddy. Accordingly, it will be our responsibility to plan our dive allowing for our diving limitations and the prevailing water/ocean conditions, current and environment. I will not hold the Released Parties responsible for my failure to plan a safe dive, dive my plan, maintain buddy contact and follow the instructions of the dive supervisor, dive boat captain (private or charter), dive master or other dive team leader, including the dive briefing.

I am also aware that Florida law requires diving with a red-and-white-striped Diver Down flag at all times, and that I will follow the law while taking part in any BugFest dive.

In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with the activity for any harm, injury or damage that may befall me while I am a participant in this activity, including all risks connected therewith, whether foreseen or unforeseen.

I further release, exempt and hold harmless said activity and Released Parties from any and all liability, claims or lawsuit by me, my family, estate, heirs, legal representatives, assigns, or successors for any and all damages, social and economic losses and any rights or claims that may be sustained by me directly or indirectly in connection with or arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

I further state that I am of lawful age and legally competent to sign this liability release. I understand the terms herein are contractually binding and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. Should I or my Successors assert my claim in contravention of this Agreement, I or my Successors shall be liable for the expenses (including legal fees) incurred by the other party or parties in defending. This contract cannot be amended orally.

I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the un-enforceable provision had never been contained herein.

I understand and agree that I am not only giving up my right to sue the Released Parties but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties resulting from my death or injury.

I further represent I have the authority to do so and that my heirs, assigns, or beneficiaries will be estopped from claiming otherwise because of my representations to the Released Parties.

I have read this contract, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of any and all liability to the greatest extent allowed by law

I, \_\_\_\_\_, BY THIS INSTRUMENT (REGISTERING ONLINE) DO HEREBY  
Participant Name

EXEMPT AND RELEASE THE ORGANIZERS, **Town of Lauderdale-By-The-Sea and all members of the BugFest Committee**, the state of Florida, Broward County and ALL RELATED ENTITIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

DOB \_\_\_\_\_ DIVER C-CARD AGENCY \_\_\_\_\_