

**Byrne Ocean Conservation
Annual St. Pete Ocean Sweep Trash Collection Tournament
Saturday and Sunday
June 4+ 5 + 6, 2021
LIABILITY RELEASE AND WAIVER OF RIGHTS**

By checking the box, it indicates that I understand and agree that Byrne Ocean Conservation and its directors, officers, staff, affiliates, volunteers, vessels, and event sponsors (collectively referred to as "Releases") shall not be held liable under any circumstances for injury to person or property, arising out of or resulting in any way from my participation in the above-referenced volunteer event.

I understand that water-based activities can involve certain dangers of which I fully and voluntarily assume the risk. I am aware that water-based activities, including but not limited to boating, snorkeling, free-diving, scuba diving, kayaking, and shore clean-ups may be hazardous activities involving both natural and man-made risks that may result in serious personal injury or death.

I understand that by agreeing to this document I am giving up my right to bring any claim or action against the named Releases on behalf of myself individually or as the representative of any other person, group, team or entity, including minors. My signature also authorizes Byrne Ocean Conservation to utilize, without compensation, any pictures or videos taken of this activity that includes my image or likeness, for any publication, newsletter, report or other documentation. I hereby assert that I have read the foregoing Event Liability Release and Waiver of Rights, understand its contents, and sign of my own free will.

I understand and agree that by executing this agreement I am expressly assuming the risk of and releasing Byrne Ocean Conservation, a non-profit organization, Pinellas County, Cities and any sponsors and partners of the Project, and their respective directors, officers, employees, agents, contractors or representatives (collectively, the "Released Parties") from all liability or responsibility whatsoever for any injury, death, or any other type of damages to me, my family, my heirs, my personal/legal representatives, or my assigns, however caused, that may occur as a result of my participation, including my travel to and from, the Project, including, but not limited to, injury, death or any other type of damages as a result of the negligence of any party, including the Released Parties, whether passive or active and regardless of the form of negligence. I assume full responsibility for the risk of bodily injury, death or property damage while participating, including traveling to and from, the Project, whether caused by the negligence of the Released Parties or otherwise and agree not to sue for any such cause. 2. Indemnification. I understand and agree that by executing this agreement that I am agreeing to defend, hold harmless, and indemnify, the Released Parties from and against all liability, losses, claims, damages, costs, attorney's fees and

expenses of whatever kind and nature (the "Losses") that the Released Parties may incur due to my participation, including my travel to and from, the Project, including, but not limited to, Losses as a result of the negligence of any party, including the Released Parties, whether passive or active and regardless of the form of negligence. 3. Execution by Minor and Parent or Legal Guardian. In the event that any person participating in the Project is a minor, then this agreement must be signed by the minor and a parent or legal guardian of the minor. By signing this agreement, each parent or legal guardian gives permission for the minor to participate in the Project, warrants his or her authority to give such permission and further agrees, on behalf of himself or herself and on behalf of the minor, to the terms of this Agreement. 4. Photographic Release. By indicating yes in the photographic release column below, I agree that the Released Parties may use my likeness or photograph and name in any manner relating to my participation in the Project free of charge and without further notice or consultation. Each of the undersigned has read and voluntarily signed this Agreement and agrees that no oral representations or statements in contradiction of this agreement have been made.