

# DISCLAIMER AND ASSUMPTION OF RISK

In consideration for Freeport Hudson Anglers, Inc. ("FHA") accepting my application for and permitting me and each member of my crew to participate in the 47th Annual Shark Tournament (the "Tournament"), the following waiver of all claims, release from liability, assumption of all risks, agreement not to sue and other terms of this agreement are entered into by me and each member of my crew with and for the benefit of FHA and its "Personnel" (as defined below).

I and every member of my crew (collectively, "we") waive any and all claims that we have or may in the future have against, and release from all liability and agree not to sue, FHA and any of its shareholders, directors, officers, employees, servants, agents, members, tournament directors, sponsors and representatives (collectively, "Personnel") from any personal injury, death, property damage or other loss that we sustain during or as a result of the Tournament, including, but not limited to:

- (a) negligence (the meaning of which includes the failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care involved in offshore fishing tournaments);
- (b) breach of any other duty imposed by law;
- (c) breach of any contract; and
- (d) mistakes or errors in judgment of any kind.

We are aware of the risks inherent in offshore fishing and are further aware that shark fishing, in particular, has certain additional dangers and risks, including, but not limited to: inclement and unpredictable weather, rough seas, rogue waves, uncharted waters, hazardous fishing conditions, mechanical, electrical and navigational problems, submerged objects, and potentially dangerous fish.

We assume and accept all the risks and dangers of offshore fishing and the possibility of personal injury, death, property damage or other loss in connection therewith. We fully understand that, although FHA and its Personnel may take precautions to reduce the risks and increase the safety of offshore fishing and to determine whether certain waters are reasonably safe from risk before and during the Tournament, it is not possible for FHA or its Personnel to make offshore fishing completely safe or to predict with complete assurance whether the waters to be fished are reasonably safe from risk. We willingly accept these risks and agree to the terms of this Waiver even if FHA and any of its Personnel are found in law to be negligent or in breach of any duty of care or any other obligation to me and each member of my crew in their conduct of the Tournament.

We are aware that the enjoyment and excitement of offshore fishing is derived, in part, from fishing potentially treacherous waters and is contributed to by the risks inherent in the sport.

In signing this Waiver, we are not relying upon any oral, written or visual statements of any kind, including promotional statements by FHA or by any of its Personnel, to induce us to participate in the Tournament.

I confirm that we are over the age of eighteen, that we have had sufficient time to read and understand what we are agreeing to in this Waiver before signing it and that it will be binding upon our heirs, next of kin, executors, administrators and successors. If any crew member is under the age of eighteen, his/her parent or guardian has also signed this Waiver. We are not responsible for determining the age of any participant.

We agree that this Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of New York. We hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and we agree that no other court can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be instituted in the State of New York and nowhere else.

I warrant and represent that every member of my crew has read, agreed to and signed this Waiver.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
Captain's Name

\_\_\_\_\_  
Caption's Signature

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Crew Member's Name

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Crew Member's Signature

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Crew Member's Signature

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Make and Length of Boat

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Name of Boat

\_\_\_\_\_  
Color of Boat

\_\_\_\_\_  
Location of Dockage



**New Rule: Mako sharks must measure 83" or more in fork length**

As per New York State Law, any fisherman participating in a Shark Tournament must use non-stainless steel, non-offset circle hooks.