

New York SportFishing Federation

DISCLAIMER AND ASSUMPTION OF RISK

In consideration for The New York SportFishing Federation, accepting my deposit and permitting us to participating in the fishing contest, the following waiver of all claims, release from liability, assumptions of all risks, agreement not to sue and other terms of this agreement are entered into by us with and for the benefit of The Federation and its "Personnel" (as defined below).

We hereby 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, and any of its shareholders, members, directors, officers, employees, servants, and agents from any personal injury, death, property damage or other loss that I sustain during or as a result of the contest 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).
- (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, including, but not limited to: inclement and unpredictable weather, rough seas, rogue waves, uncharted waters, hazardous fishing conditions (including but not limited to the use of knives, hooks, gaffs and guns), potentially dangerous tackle failures, mechanical, electrical and navigational problems, submerged objects, and potentially dangerous fish.

We assume and accept all the risks and dangers of fishing and the possibility of personal injury, death, property damage or other loss in connection therewith. We fully understand that, although The New York SportFishing Federation and its Personnel may take precautions to reduce the risks and increase the safety of fishing. It is possible for its personnel to make offshore fishing completely safe. We willingly accept these risks and agree to the terms of this Waiver even if The New York SportFishing Federation and 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 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 The Federation, 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 of us is under the age of eighteen, his/her parent or guardian has also signed this Waiver.

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 irrevocable 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.

Signed this _____ day of _____, 2008.

Angler's Name

Angler's Signature