



## WAIVER OF LIABILITY

Thank you for volunteering your services and talent during the 2021-2022 season. We greatly appreciate your assistance. This is an annual form where you agree to release OSCEOLA ANGLERS of all liability while fishing and/or working with us.

This Release and Waiver of Liability (the "Release") executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_ (the "Angler/Volunteer") in favor of OSCEOLA ANGLERS, a non-profit corporation, their directors, officers, employees, and agents (collectively, OSCEOLA ANGLERS).

The Angler/Volunteer desires to work as a volunteer for OSCEOLA ANGLERS and engage in the activities related to being an Angler/Volunteer (the "Activities"). The Angler/Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

**Release and Waiver:** Angler/Volunteer does hereby release and forever discharge and hold harmless OSCEOLA ANGLERS and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Angler/Volunteer's Activities with OSCEOLA ANGLERS.

Angler/Volunteer understands that this Release discharges OSCEOLA ANGLERS from any liability or claim that the Angler/Volunteer may have against OSCEOLA ANGLERS with respect to any bodily injury, personal injury, illness (including illness associated with food provided), death, lodging, transportation or property damage that may result from the Angler/Volunteer's Activities with OSCEOLA ANGLERS, whether caused by the negligence of OSCEOLA ANGLERS or its officers, directors, employees, or agents or otherwise. Angler/Volunteer also understands that OSCEOLA ANGLERS does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment:** Angler/Volunteer does hereby release and forever discharge OSCEOLA ANGLERS from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Angler/Volunteer's Activities with OSCEOLA ANGLERS.

**Assumption of the Risk:** The Angler/Volunteer understands that the Activities includes work that may be hazardous to the Angler/Volunteer, including, but not limited to, physical labor, loading and unloading, and any possible transportation.

Angler/Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases OSCEOLA ANGLERS from all liability for injury, illness, death, or property damage resulting from the Activities.

**Each Angler/Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.**



**Release:** Angler/Volunteer does hereby grant and convey unto OSCEOLA ANGLERS all rights, title, and interest in any and all photographic images and video or audio recordings made by OSCEOLA ANGLERS during the Angler/Volunteer's Activities with OSCEOLA ANGLERS, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings. I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or videotape without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. I also understand that this material may be used in diverse settings within an unrestricted geographic area.

**Other:** Angler/Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the state of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Angler/Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

**IN WITNESS WHEREOF, Angler/Volunteer has executed this Release as of the day and year first above written.**

**Angler/Volunteer Name (Print Please)** \_\_\_\_\_

**Angler/Volunteer Signature** \_\_\_\_\_

**Today's Date** \_\_\_\_\_

**Angler/Volunteer Address** \_\_\_\_\_

\_\_\_\_\_

**Best Phone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**In case of emergency, please contact:**

**Name** \_\_\_\_\_

**Relation** \_\_\_\_\_ **Phone** \_\_\_\_\_

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**IF ANGLER/VOLUNTEER IS A MINOR, PLEASE SEE ATTACHED**



## LIABILITY RELEASE AND WAIVER FOR MINOR CHILD PARTICIPANT

I, on behalf of my minor child or children named below, and the child's or children's personal representatives, heirs and executors, release and forever discharge all members of Osceola Anglers and it's, contributors, participants, producers, and their employees, agents, contractors, representatives, successors and assigns (the "Released Parties") of all liabilities, claims, actions, damages, costs or expenses which the child or children may have against the Released Parties for bodily injury, death, property damage, libel, slander and any other loss arising out of or in any way connected with the child or children's participation in this activity, to the fullest extent permitted by law, including but not limited to, all risks, known or unknown, anticipated or unanticipated, without regard to whether they are inherent in participating in this activity. I understand that this release on behalf of my minor child or children is an unconditional, full and general release, including my expressed release of all claims, actions, damages, costs or expenses arising out of the negligent acts or omissions of any of the Released Parties.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN  
PURSUANT TO SECTION 744.301(3), FLORIDA STATUTES  
READ THIS RELEASE AND WAIVER COMPLETELY AND CAREFULLY.**

*YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHTS AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.*

\_\_\_\_\_  
(Print Guardian's Name)

\_\_\_\_\_  
(Guardian's Signature)

Date: \_\_\_\_\_

**On behalf of the following named child or children under the age of 18 of which I certify that I am the parent or natural guardian.**

\_\_\_\_\_  
(First Child's Name)

\_\_\_\_\_  
(Second Child's Name)

\_\_\_\_\_  
(Third Child's Name)

\_\_\_\_\_  
(Fourth Child's Name)