



### **UNLIMITED RELEASE AND INDEMNITY**

As a material inducement for Fish Florida to provide **\$2,500.00 to charter a 65-foot fishing vessel including one captain and two crew for 3.5 hour and provide 40 participants with rod & reel combos with tackle kits** to the **City of Hollywood, FL, 2600 Hollywood, Boulevard, Hollywood, FL 33020. City of Hollywood, FL, 2600 Hollywood, Boulevard, Hollywood, FL 33020,** for itself, its successors, agents, legal representatives, officers, employees, volunteers, event participants, and directors (individually and collectively, the “**Indemnitors**”), do hereby release, remise, acquit, and forever discharge Florida Foundation for Responsible Angling, Inc., a Florida not-for-profit corporation (d/b/a Fish Florida), its officers, directors, employees, representatives, and their successors and assigns (individually and collectively, the “**Indemnified Parties**”) from any and all claims, obligations actions, suits, demands, costs, expenses, liabilities or damages (including, without limitation, damage to property or injury to or death of any person), debts, dues, sums of money, expenses (including reasonable attorneys’ fees and costs for all investigations, preparation, discovery, negotiations, trials and appeals), fines or penalties, suits or causes of action in law and/or in equity, whether known or unknown, which Indemnitors may now or hereafter have against Indemnified Parties, upon or by reason of any matter, cause or thing whatsoever, relating in any way to or arising out of the **2024 Hollywood Kids Fishing Tournament** (the “**Event**”), including, without limitation, the planning, operating or conducting of the Event (individually and collectively, a “**Claim**” or the “**Claims**”).

Indemnitors hereby agree to and shall indemnify, defend and hold the Indemnified Parties harmless from and against any and all Claims. In the event any Claim is asserted against the Indemnified Parties, Indemnitors shall at its own expense immediately, and without limitations, defend, protect and hold harmless the Indemnified Parties against all such Claims or any loss or liability associated therewith. In such event, the Indemnified Parties have the right to choose and select the legal counsel of its own desire.

In the event Indemnitors fail to so defend and/or indemnify and/or save harmless the Indemnified Parties from any Claim, the Indemnified Parties shall have the full right to defend, pay or settle said Claims on its behalf without notice to undersigned and with full rights of recourse against the Indemnitors for the Claim and all fees, costs, expenses and payments (including, without limitation, reasonable attorneys’ fees and costs) made or agreed to be paid to discharge said Claim.

Indemnitors understand there can be tremendous risks associated with fishing and boating and Indemnitors willingly and knowingly assume all such risks, known and unknown. Indemnitors are organizing, hosting and participating in the Event on an entirely knowing and voluntary basis and solely at their own cost and risk.

Indemnitors shall require all Event participants to release, remise, acquit, and forever discharge the Indemnified Parties from all and any Claims which such Event participants may now or hereafter have against the Indemnified Parties.

This Release and Indemnity shall be unlimited as to numbers of Claims, amount and duration and shall not terminate upon the conclusion of the Event.

This Release and Indemnity shall be binding upon and inure to the benefit of the Indemnitors and the Indemnified Parties, their respective successors, assigns and personal representatives.

This Release and Indemnity shall be governed and construed in accordance with the laws of the State of Florida. The exclusive venue and jurisdiction for any action to enforce the terms of this Release and Indemnity shall vest in a court of competent jurisdiction situated in Palm Beach County, Florida. In the event an action is filed for the purpose of enforcing the terms of this Release and Indemnity, the prevailing party shall be entitled to reasonable attorneys' fees and costs at both trial and appellate levels.

The Indemnitors further expressly agree that this Release and Indemnity is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

**INDEMNITORS AND INDEMNIFIED PARTIES EACH HEREBY MUTUALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THE EVENT AND THIS DOCUMENT OR ANY ANCILLARY DOCUMENTS RELATED TO THE EVENT OR ANY ACTIONS OR TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH SUCH PARTY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THIS WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS DOCUMENT AND THE EVENTS TRANSACTION CONTEMPLATED BY IT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION**

[EXECUTION APPEARS ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Indemnitors has signed and sealed this Unlimited Release and Indemnity as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**TWO WITNESSES:**

**INDEMNITORS:**

\_\_\_\_\_  
Witness #1  
Print Name: \_\_\_\_\_  
Address:\_\_\_\_\_

\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
Witness #2  
Print Name: \_\_\_\_\_  
Address:\_\_\_\_\_

**NOTARY**

STATE OF FLORIDA                    )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by \_\_\_\_\_, on behalf of such entity, ☐ who is personally known to me or ☐ who has produced a driver's license as identification.

**OFFICIAL NOTARY SEAL**

\_\_\_\_\_  
\_\_\_\_\_  
(type, print, or stamp name)  
Notary Public  
Commission No. \_\_\_\_\_  
My Commission Expires:\_\_\_\_\_