



Isle of Eight Flags Shrimp Festival

Shrimp Boat Contest Participation Agreement

In consideration of being permitted to participate in such activity, the participant does hereby release and forever discharge the Isle of Eight Flags Shrimp Festival, Inc. Committee and the City of Fernandina Beach, its Officers, Directors, Sponsors, Agents, or Assigns, jointly and severally from any and all actions, causes of action, claims and demands for, upon or by reason of any damage, loss or injury, which hereafter may be sustained by the participants, merchants, spectators, or others in consequence of participating the Isle of Eight Flags Shrimp Festival activities. This waiver and release expressly include any action, cause of action, claim or demand based upon any act, omission or negligence by the Isle of Eight Flags Shrimp Festival, Inc. Committee and the City of Fernandina Beach, its Officers, Directors, Sponsors, Agents, or Assigns.

This release extends and applies to, and also covers and includes all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to the person executing such release at the time of such execution, are hereby expressly waived. I understand that at this event or related activities, I and/or my business/organization may be photographed. I agree, on behalf of my business/organization, to allow, without compensation, any such photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns. The photo waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby agree on behalf of my heirs, executors, administrators, and assigns, to indemnify the Isle of Eight Flags Shrimp Festival, Inc. Committee and the City of Fernandina Beach, its Officers, Directors, Sponsors, Agents, or Assigns, jointly and severally, and to hold the same harmless from and against any and all actions, claims, demands, and liabilities, loss, damages and expense of whatever kind or nature, including attorney fees, which may at any time be incurred by them or claimed against them by reason of my participation in the Isle of Eight Flags Shrimp Festival. I further agree that I have received, read, understand and agree that I and my organization (if applicable) will abide by all guidelines, rules and regulations as set forth by the Isle of Eight Flags Shrimp Festival, Inc. Committee. This hold harmless and indemnity provision expressly includes any action, cause of action, claim or demand based upon any omission or negligence by the Isle of Eight Flags Shrimp Festival, Inc. Committee and the City of Fernandina Beach, its Officers, Directors, Sponsors, Agents, or Assigns. I understand that it is the responsibility of the boat owner to carry insurance on the participating vessel. Nothing contained in the foregoing release and indemnification shall be construed to be a waiver of any immunity or limitation of liability the City of Fernandina Beach may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Name of Participant: _____

Signature: _____

Printed Name: _____

Date: _____

If above authorized name does not match the application, please complete below:

Phone Number: _____

Email Address: _____