



2026 Charity Redfish Tournament at Palms Fish Camp

WAIVER AND RELEASE OF LIABILITY

JEA is facilitating the fund-raising efforts for the JEA Neighbor to Neighbor Fund by presenting a fishing tournament (Event), scheduled to take place on Monday, February 23, 2026 (back-up date - March 9, 2026) at 6359 Heckscher Drive, Jacksonville, FL. Anyone participating in the Event, including but not limited to boat captains/operators, crew members, and passengers on boats must sign this Waiver and Release of Liability form, prior to participating in the Event. Please read carefully. The following terms and conditions contain information about your legal rights, including your waiver of liability and assumption of risk related to participating in the Event. A signed copy of this Waiver and Release of Liability must be returned to JEA's Manager Risk Management Services, 225 N. Pearl Street, Jacksonville, FL 32202-4513 or via email to whitmj@jea.com.

1. Waiver and Release of Liability. For consideration of participation in the Event, I, on my own behalf and on behalf of my heirs, executors, personal representatives, administrators, successors, and assigns:
 - a. Waive and release JEA, its officers, directors, administrators, employees (past and present), volunteers, representatives, agents, successors, and assigns (collectively, the "Released Parties"), waive, covenant not to sue, release, and discharge the Released Parties named herein from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all claims and causes of action based on the sole, joint, active or passive negligence of any of the Released Parties, arising out of or in any way relating to my participation in the Event and other activities conducted in conjunction with the Event (which risks may include, among other things, exposure to communicable diseases, muscle injuries, heat and stress related issues, cuts, lacerations, broken bones, serious injuries, and death) whether such risks are open and obvious or otherwise.
 - b. Agree to indemnify, hold harmless and defend JEA, City of Jacksonville, Florida, Catholic Charities, and other Event sponsors and their affiliates, including their officers, directors, administrators, employees (past and present), volunteers, representatives, agents, successors, and assigns from any and every claim, demand, action or right of action, expense, of whatever kind or nature, either in law or equity, arising from or by reason of any bodily injury, death, loss or damage to property (real or personal), or occurrence before, during, or after my participation in the Event, whether caused by negligence or otherwise.
2. Assumption of Risk. I understand that the Event involves strenuous physical activity associated with fishing. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Event relating to the risk of strenuous physical activity. I acknowledge that I may incur minor injuries, major injuries, and catastrophic injuries including death. I assume risks from contact with other participants, negligent or wanton acts of other participants, failure of other participants and nonparticipants to adhere to best practices, any defects of conditions of Event premises (including high or low water levels and rough waters), and the effects of weather including but not limited to high heat, thunderstorms, lightning, precipitation, high winds, and/or humidity.
3. Voluntary Participation. I am fully aware of the risks connected with participation in the Event, whether specifically listed in this Waiver and Release of Liability or not, and I voluntarily elect to participate in the Event knowing that this participation involves these risks. I understand that my participation in the Fishing Tournament accompanies a minimum fundraising obligation for the benefit of the JEA Neighbor to Neighbor Program.
4. Severability. This Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and if any provision hereof is held invalid, I expressly acknowledge and agree that if any portion of this Waiver and Release of Liability is deemed to be invalid, the remainder will still be binding and enforceable.
5. Compliance with Rules. I agree to observe and obey all rules and safety procedures that accompany the Event and to abide by any decision of an event official relative to my ability to safely participate in the event. I agree to exhibit appropriate behavior at all times and to obey all laws. Event officials may dismiss me, without refund, should my



behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind. I acknowledge and understand that the use of alcohol or illegal drugs are prohibited.

6. Photography Release. I agree to be photographed, videotaped, recorded and/or interviewed during the Event. I grant permission to Event officials to use, to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in the Event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions of the Catholic Charities, the JEA Neighbor to Neighbor Program and the furtherance of the promotional activities of JEA. I further agree to relinquish all rights, title, and interest in all photographs, motion pictures, recordings, or other records of the Event I may take or capture to Event officials.
7. Authority to Execute. I hereby certify that I am at least 18 years of age and am legally competent to sign this Waiver and Release of Liability. If I am under the age of 18, I have had my parent/legal guardian sign this Waiver and Release of Liability along with myself.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN SECTION 744.301(3)(b), F.S.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SLH AND THE CENTERS 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 RIGHT 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.

Acknowledgement. I have read this Waiver of Release of Liability in its entirety and understand all of the terms and conditions it contains, and I understand that I am giving up substantial rights, including my right to sue, by signing it. I acknowledge that I am signing it freely and voluntarily and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Participant (Signature)	Participant Name (Print)
<input type="checkbox"/> Captain/Operator <input type="checkbox"/> Crew Member <input type="checkbox"/> Passenger	Date: _____
Witness (Signature)	Witness Name (Print)
Address: City, State, Zip	
Parent or Legal Guardian (Signature)	Parent or Legal Guardian Name (Print)
Witness (Signature)	Witness Name (Print)