

SPO 2023 Tournament Rules & Regulations

Registration Cost and Dates:

Early registration ends: 07/01/2023 (\$115)

General registration ends: 8/3/2023 (\$145)

Late registration ends: 8/17/2023 (\$160)

Last minute registration; After 8/17/23 (\$175)

JUNIOR SHOOTERS (Aged 17 OR UNDER); (\$75)

Tournament Cap: The St. Pete Open will accept 300 public (Non-St. Pete Underwater Club Members) registrations. It is highly recommended that each shooter registers as early as possible to ensure entry. Registration will close once 300 public entries have been received. Only those who have completed the on-line Registration and Waiver forms, or paper registration and waiver forms, are considered registered and may participate. If you do not Register by the Kickoff party, there is no guarantee that you will receive the requested size shooter shirt and/or shooter bucket.

NOTE: The tournament shooter limit may be reached prior to the captains meeting. **DO NOT WAIT UNTIL THE CAPTAIN'S MEETING TO REGISTER**

Captains Meeting: One tournament participant from each boat/crew/team must be present at the Captain's Meeting Friday night. An attending tournament participant may pick up a max of 5 shooter bags for others shooting on the same boat only. No boats are permitted to leave port prior to Captain's Meeting. Failure to check in and claim shooter bags will result in disqualification. There will be no reimbursements for the tournament fees once paid by the participant. No exceptions. **NOTE:** Last Minute Rule Changes may be instituted at the Captain's Meeting.

Tournament Harvest Times: This tournament is a one-day tournament. Harvest may begin on Saturday at 12:00 A.M. Harvested fish must be in the weigh-in line on Saturday by 8:00 PM. (20hrs.) No eligible species may be harvested prior to Saturday 12:00 A.M. (the day of the tournament) and may not be in the possession of the participant (on the boat, cooler or any other location where the participant is or has been before the tournament or can access the day of the tournament). Fish must be presented in a manner that is consistent with a fish harvested on the same day of the tournament. Fish must be gutted, well iced, free of debris, dirt and any other substances and should be suitable for human consumption. Non-compliance with the above may result in disqualification. There are no boundaries for this tournament.

Methods of Harvest: This is strictly a spearfishing tournament. Both tank and freediving are permissible. In order to be eligible, fish must have been caught by the participant using a spear loaded or propelled by his/her own muscle power. Lobster may be grabbed, snared, or netted per Florida Law Enforcement and Federal regulations. "Powerheads" are not allowed to obtain any eligible species, if it is suspected, the fish shall be inspected by the weigh crew, and at least one current SPUC Officer, or past club President, and the shooter shall be disqualified if it is determined the fish was taken with a power head. **NO EXCEPTIONS!** Hook and Line caught fish may NOT be entered.

Categories:

There are 8 categories for this tournament. Each registered shooter may enter only ONE fish in each category. Fish MUST be sorted & separated for each competitor prior to presenting fish to the weigh-in crew. Eligible fish sizes are based on Gulf of Mexico Federal Rules, all lengths are minimum required. Fish below the eligible length limit will not be weighed. Shooters submitting short fish at the weigh in line may be disqualified. FWC will be present at weigh-In as they have been in the past. Short fish may be subject to prosecution by FWC. So do not bring any undersized fish to the weigh-In line!

1. Black Grouper - (24" minimum overall)
2. Grouper - Yellowfin, and Yellowmouth (20" minimum) Scamp (16" minimum Gulf, 20" minimum Atlantic), (No Goliath, Warsaw, Yellow edge, Coney's or Hinds).
3. Snapper - Gray (Mangrove), Cubera, Dog, Schoolmaster, Yellowtail (12" minimum)
Mutton (18" minimum)" (No lanes, Beeliners, Mahogany, Queen.)
4. Pelagic - Greater Amberjack - (34" minimum fork length) Kingfish - (24" minimum). African Pompano - 24". Dolphin (Mahi) - (20" Atlantic, No size limit in Gulf of Mexico)
Permit - (11" minimum). Wahoo - (No size limit) Blackfin Tuna - (No size limit). Almaco Jack - (No size limit). Rainbow Runner (No size limit). (No Bonito, Spanish Macs)
5. Hogfish - (14" minimum to fork).
6. Cobia and Barracuda - Cobia (36" min to fork), Barracuda - (28" minimum overall).
7. Spiny/Shovel Lobster - 3" minimum on carapace for spiny. No weighing of broken off parts, no holes in any part of lobster. (No Spanish lobster)
8. Field - Sheepshead (12" minimum overall), Flounder (14" min overall), and Porgy (12" minimum overall)

All Fish listed above may be eligible, if in season at time of tournament. Any fish not listed is not eligible for this tournament.

All local, Florida & Federal rules, size limits, license requirements, and bag limits apply. There are no boundaries.

A Category Ticket will be given for each category when one species from that category is weighed. This category ticket will be added to a raffle for that category's major Category Prize. Be sure to keep these tickets as the prize is a major prize and anyone who weighs a fish in each category has an equal chance to win.

Mystery Tickets:

One (1) Mystery Ticket will be given to each participant at the Captains Meeting.

Additional Mystery Tickets CAN NOT BE purchased.

Prize selection:

All registered shooters will compete against each other for position on the prize board. Order of prize pick is governed by the WEIGHT of fish entered. Each shooter will place on the Prize board ONE TIME. Places will be determined in the order or categories listed above. First pick will be heaviest Black Grouper, second pick will be heaviest grouper, third pick will be heaviest snapper, etc., ninth pick will be second heaviest Black Grouper, tenth pick will be the second heaviest grouper, eleventh pick will be the second heaviest snapper, and so on. Once a shooter is placed on the prize board, his subsequent entries will be disregarded. Mystery tickets will be drawn at random intervals during the process of prize selection.

Trophies are awarded for 1st, 2nd & 3rd place in all eight (8) categories.

Category Tickets & Prizes:

After you weigh in your fish you will also receive a "Category" Prize ticket for each of the eight (8) categories that you weighed in a fish. Example; you weighed in a snapper, grouper, hogfish, and a cuda therefore you will receive a Category Prize ticket for each of those "category" fish, a total of four Category Prize tickets. Weigh in a fish/lobster for each of the 8 categories and you get 8 Category Prize tickets. At the end of the awards ceremony we will pick one ticket for each Category Prize. Each Category Prize is valued at a high dollar amount. You can win more than one category prize!

Grand Category Prize:

After all the Category Prizes are handed out then ALL tournament category tickets are combined, and a single ticket is pulled for the Grand Category prize which goes to one lucky shooter!!

Divisions:

In addition to the prize board, there will be trophies awarded for three Divisions.

Women's Division, Juniors Division (for those shooters 17 and under ON THE DAY OF THE TOURNAMENT) & Free dive Division

Scoring includes all eight categories. The aggregate score for all divisions is 1 point per pound, with a maximum 20 points for any single fish. In order to qualify for the Free Dive division, all shooter's fish MUST be harvested while free diving.

Lionfish:

In order to educate our community about the value of harvesting lionfish, and to promote the work of REEF Monitoring LLC, the St. Pete Open will award prizes for the harvest of lionfish.

A trophy will be awarded to the person with the largest lionfish as determined by REEF Monitoring. Any registered shooter may enter One lionfish. Fish entered for the largest lionfish trophy may be either retained by the shooter or donated to REEF Monitoring.

There will also be a lionfish raffle. For each lionfish DONATED to REEF Monitoring, a shooter will receive one raffle ticket. Donate 5 lionfish, get 5 lionfish raffle tickets. Donation of lionfish is MANDATORY in order to receive raffle tickets. There will be a maximum of 20 raffle tickets per shooter. At the end of the awards ceremony, these tickets will be drawn to determine the winner of the Lionfish raffle prize(s).

Reef Monitoring will process lionfish prior to the category weigh stations. Lionfish do not have to be gutted. Reef Monitoring will be the official recorders and have the final report as to the winning size and will distribute raffle tickets. All lionfish must be presented to Reef Monitoring officials on ice and in a "fresh caught" condition

General Rules:

Each participant is responsible for their own safety, at a minimum it is requested that participants wear an inflatable rescue device and all safety equipment that is standard for the sport and local conditions.

No boat may approach under power, without permission, within 150 feet of an anchored boat flying a diver's down or Alpha flag.

No participant may receive assistance with any fish until he/she has one hand on the boat. Participants may help each other net lobster.

This Tournament is for Honor, Respect, Camaraderie, and for Fun! If you must cheat to win, you are cheating yourself of your own Honor and Respect.

In the event a boat becomes disabled, all participants catch may be brought into the weigh-in area by at least one of the participants from the same boat/crew/team. This person is responsible for weight verification & Category Ticket pickup.

Weighing of Fish:

Weigh Scales will be open for weighing fish at 6:00 PM. Participants must have their fish in the weigh-in line by 8:00 PM or they will be disqualified, No Exceptions. Fish must be brought to the Pre-check table on ice and in a proper container for inspection. ALL

FISH MUST BE PROPERLY GUTTED, CLEAN OF DIRT AND DEBRIS AND PROPERLY

ICED DOWN. If any fish does not look fresh and/or the catch looks like it was taken with an explosive device, that catch, and the participant may be disqualified. Fish must be weighed by at least one participant from the same boat/crew/team.

All fish and lobster weighed from any one participant must be weighed at the same time. No two fish of the same species will be weighed to determine which is heavier. Only one fish per category, per participant can be weighed in. Tournament record fish must be re-weighed and verified before it can become a tournament record.

It is the participant's responsibility to VERIFY his/her catches and weights with the weigh masters recording AND pick up the Category Tickets for each species weighed in. Once the participant signs the weigh-in slip, he/she cannot challenge or protest his/her recorded weights. The Category Ticket/recording area is located at the end of the weigh-in stage. It is the shooter's responsibility to obtain their Category tickets at this time. Category tickets will not be re-issued for lost or unclaimed tickets.

Each participant entering this tournament has given implied and expressed consent for the St. Petersburg Underwater Club to use his/her name and/or likeness to promote the efforts of the St. Petersburg Underwater Club, the St. Pete Open and/or spearfishing.

Disqualification: A tournament participant can be disqualified from all aspects of this tournament and from any future St. Pete Open Tournaments for any of the following: 1)

Infraction of tournament rules. 2) Rough play, unsafe or careless behavior. 3)

Unsportsmanlike conduct during any of the tournament activities. 4) Failure to comply with any protest investigation 5) Failure to abide by the final decision of the Tournament Rules Committee. Immediate disqualification will be in effect if any participant is uncooperative with an investigation of potential rules violations. This may include but not limited to, at request of the tournament rules committee, submitting to a polygraph test, the presentation of dive computer data and/or GPS route information from the tournament day and prior days. (6) The St. Pete Underwater Club reserves the right to exclude any individual from any aspect of the St. Pete Open and/or reject the registration from any individual whom the SPUC or tournament committee considers a liability, safety hazard or distraction.

Decisions and interpretations of all these rules by the Tournament Rules Committee shall be final. All rules violations and protests will be decided by a majority rule of the

Tournament Rules Committee. This committee shall consist of the current SPUC President, the current SPUC Vice-President; the current SPUC Secretary. If any member of this Tournament Rules Committee is involved in the dispute, then that member will be replaced by the current SPUC Treasurer or Last Year's SPUC President or other SPUC past presidents.

All Rules are subject to change at last minute at Captains Meeting, which is why all shooters should attend.

WAIVER

By indicating your acceptance, you understand, agree, warrant and covenant as follows:

Please be advised that you may be giving up valuable legal rights by signing this document. If you do not understand your legal position by signing this document, you should consult with an attorney. Agreeing electronically with this document indicates your agreement with all items, regardless if one or more items are not checked. Participation in the 2023 St. Pete Open is conditioned upon your execution of this waiver. If you, or your legal guardian, do not sign this document, you are NOT granted the right to be a participant of the 2023 St. Pete Open.

I hereby acknowledge that I have voluntarily applied to participate in activities known as the "2023 St. Pete Open" conducted by the St. Pete Underwater Club (SPUC) Inc. ("SPUC")

A. **DEFINITIONS.** 1) In the context of this document the word "I" shall mean me, my family members, heirs, survivors, personal representatives, estate, wards, legal guardian, attorneys in fact or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian on behalf of another person, then it shall mean me, my ward's heirs, survivors, personal representatives, estate, attorneys in fact, legal guardian, or anyone else who may act on behalf of my ward or principal. 2) St Pete Underwater Club (SPUC): Although the tournament is run exclusively by the St. Pete Underwater Club, in the context of this document "SPUC" shall mean St. Pete Underwater Club, it's officers, members and volunteers, the St. Pete Open, the St. Pete Open's sponsors, and any and all properties (including the Magnuson Hotel Marina Cove) where the Captain's Meeting, Weigh-in, Award Ceremony and other tournament events occur. 3) Diving: in the context of this document "diving" shall mean all activities associated with participation in, and travel to or from the 2023 St. Pete Open, including without limitation freediving, apnea diving, SCUBA (self contained underwater breathing apparatus) diving, swimming, snorkeling, and spearfishing or any other form or method of the harvest, capture, observation or collection of marine life and related marine and land based activities. In consideration of SPUC allowing me the privilege of participating in the 2023 St. Pete Open, and use of their facilities, if any, I agree, represent and warrant (as applicable) that:

B. **WAIVER AND ASSUMPTION OF RISK.**

1) Assumption of Exceptional Risk: I voluntarily assume all risk of injury to myself ("injury" shall herein include bodily injury, and /or damage to or destruction of or loss of my property, and/or my death) which arises from my participation in any form of diving or participation activities described in this Agreement, even when such injury is caused solely or in part by negligence of one or more Cosigners. (As used herein, a "Cosigner" means a person who has signed this agreement, and who is either a prospective SPUC member or a SPUC member in good standing at the relevant time.) I AM AWARE THAT PARTICIPATION IN THE 2023 ST. PETE OPEN AND RECREATIONAL AND/OR COMPETING SPEARFISHING AND/OR DIVING OR PARTICIPATION ARE HAZARDOUS ACTIVITIES, AND I AM VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT ALL RISK OF INJURY OR DEATH.

2) Cross Release of Liability: I hereby release every Cosigner and SPUC, SPUC members and Cosigners from any liability for injuries to me arising from my participation in diving, fishing or any related activities

and which arise either wholly or in part as a consequence of the negligent acts or omissions of SPUC, and any SPUC members or one or more Cosigners.

3) Precondition of SPUC Membership; since every participant is expected to sign this agreement as a precondition for diving or participation in the 2023 St. Pete Open, and all such participants are conclusively presumed to have signed this agreement. Because of this fact it is my expectation that this agreement will effectively free me from any liability to such persons, whether or not I can prove that they are, in fact, Cosigners, for my negligent acts or omissions (if there are any) which relate to or are connected to diving or participation.

4) Representations, Warranties and Assumption of Risk: I understand and agree that: (a) I and others with whom I will come in contact with or whom may interact with me in a manner that may relate to my safety will be attempting, performing or utilizing Diving or Participation such as attending travel to and from volunteering for and participation in land-based tournament activities, (b) I understand that the dangers and risks of Diving or Participation include, but are not limited to: death, serious neck & spinal injuries which may result in complete or partial paralysis, psychological injury, brain damage, serious injury to virtually all internal organs, serious injury to all bones, joints, ligaments, muscles, tendon, ears, sinus cavities, and other aspects of the neurological system, vascular and/or musculoskeletal system, decompression sickness and serious injury or impairment to other aspects of my body, general health and wellbeing. Diving or Participation may cause me to suffer the "bends." Diving or Participation may or may not include the use of firearms and other lethal weapons or methods of harvest: These may prove harmful or fatal to me or others. I understand that the degree of risk of Diving or Participation may result not only in serious injury or death, but a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities and generally enjoy life. The risks of Diving or Participation described in this Agreement are not an exhaustive list. (c) I understand that the success of my Diving or Participation depends upon the perfect or near perfect functioning of the equipment I and others will or may utilize as well as knowledge, skills, judgment, physical abilities, health, weather, sea conditions and countless other risks which I cannot control and/or which I and others may not be aware of at this time. And that neither any such equipment, conditions, risks or persons, including myself be entirely depended upon to function perfectly or to act or occur predictably because each of them is subject to mechanical malfunction and operator error, random chance, and changes beyond my or others control or prediction. (d) I freely and voluntarily choose to assume ALL the risks inherent, known and unknown, involved with Diving or Participation, including but not limited to risk of equipment malfunction or failure to function which may result from some defect in design or manufacture, or from improper or negligent operation or use of the equipment and human error. (e) I understand weather conditions, the seaworthy state of any vessel, preparation of the captain, crew of passengers, and risks posed by marine life may change rapidly, may or may not be predictable, may be beyond my control and that SPUC, SPUC members and Cosigners are in no way responsible for my Diving or Participation, or for ensuring that any captain or crew involved in any way in connection therewith complies with applicable laws or standards of conduct or safety. (f) I understand SPUC's or Cosigner's decision(s) to schedule, postpone, delay, initiate, start or NOT cancel, delay, postpone, schedule or start any Diving or Participation tournament or event of any kind does not act, and may not be deemed as any endorsement, representation, opinion, advise, or assurance of any kind that such Diving or Participation should or should not be engaged in at that particular time or at any time in the future. Such decisions are solely my responsibility. (g) I understand SPUC and its members are not, for purposes of this Agreement,

manufacturers, maintenance providers, re-sellers, no make any warranties of any kind relating to the fitness for particular purpose or safety of any item, equipment or tournament prizes, or is otherwise in the chain of distribution for them. The item, equipment or the tournament prizes I may receive are either gifts from sponsors or are sold or provided to me by third parties and SPUC is, if it ever has physical custody of such items, on a temporary custodian of the items. (h) I understand SPUC is in no way whatsoever a supplier of air, NITROX or any other gas mixture and is not responsible to me in any way whatsoever for my use or failure to use any such gas. (i) I understand SPUC is not responsible in any way for training me or preparing me for diving or Participation. This is not, and will not be deemed to be, any teacher/student or instructor/trainee relationship between me and SPUC. I do not hold SPUC out or consider them to be in a position of superior knowledge or expertise regarding Diving or Participation. (j) I understand SPUC owns no fiduciary duties to me or any duty of care relating to my Diving or Participation. I am not by virtue of my Diving or Participation an agent or employee of SPUC or any Cosigner, nor is SPUC or any Cosigner any agent or employee of mine. (k) I understand if I am a minor (under the age of 18) or am not my own legal guardian for any reason (collectively, a "minor"), the person executing this Agreement on my behalf has the authority under applicable law to do so and is personally responsible for me in all respects in connection with my Diving or Participation. If I am a minor or under the age of 21 years of age, I will not drink alcohol prior to, during or after Diving or Participation. (l) I understand if I consume alcohol or drugs of any kind prior to, during or after Diving or Participation, I do so solely at my own risk. (m) I agree that while this event may be located in and around various establishment and/or vehicles in which alcoholic beverages may be served or consumed, if I enter such areas, I am at least 21 years of age or I will be accompanied by a parent or legal guardian, and that I am not required to consume such beverages. In the event that I do consume alcoholic beverages, all of the persons and entities mentioned above whom, through negligence or carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, wards, or assigns) are not liable for my actions during or after the event. I hereby covenant not to sue and agree to assume those risks and release and hold harmless all of the persons and entities mentioned above who, through negligence or carelessness or otherwise, might be liable to me (or my heirs, executors, administrators, wards, or assigns) for damages. I agree to accept and abide by the rules and regulations of the event as established and provide to me and to obey the directions of the designated officials and all state and local laws, including traffic laws. (n) I understand I am solely responsible for my own preparation for and perform and of Diving and Participation. I have consulted with Physicians and other medical advisors (of whom none are SPUC) and, taking into account their advice have made my own determination whether I will engage in Diving or participation. (o) I understand SPUC is not responsible to me or any others for providing any form of medical care, search and rescue, vessel assist, or any other aid or assistance whatsoever. I understand that Diving or Participation may take place under conditions or at locations that place me and other out of reach of, or subject to delay in obtaining medical care, rescue or transport. (p) I understand and I agree to pay any reasonable cost to repair or replace and SPUC equipment lost or damaged by myself or through my actions, whether by accident or negligence, at or through my Diving or participation. The determination of whether to replace or repair damaged equipment shall be made by the owner of such equipment. (q) I understand and recognize that there may be diving or fishing practices or rules which others might consider necessary or prudent for safe diving and fishing and which have not been adopted or which are not enforced by either SPUC, any Cosigner or one or more SPUC members, officers or dive masters. I will not hold SPUC or any SPUC member or Cosigner acting in any capacity whatsoever, to enforce or adopt any particular rule or

practice. This includes but is not limited to: a failure to enforce the "Buddy System", a failure to require the use of any particular item of diving equipment, a failure to adopt or enforce a policy of canceling dives or fishing due to marine, atmospheric or other dangers, a failure to require any minimum level of diving or fishing expertise or experience for Cosigners, SPUC members or prospective SPUC members participating in a SPUC activity. (r) I understand and recognize that one or more SPUC members SPUC or any Cosigner or their parties my negligently omit to give me information or may give me false or misleading information pertaining to difficulty of a dive or my ability to safely participate in or perform a dive. I recognize also that SPUC or one or more SPUC members, other Cosigners or third parties may negligently approve of my preparation or planning for a dive or my equipment. I agree that, despite any accurate or inaccurate information I receive or learn from anyone other than myself, or fail to receive, I alone am responsible in each instance for determining whether I can safely make a dive, whether I have sufficient and accurate information upon which to base this decision, and whether my equipment condition or my complement of equipment and my manner of wearing or using my equipment is sufficient for the dive I intend to make, (s) I fully understand and recognize that diving solo or having a diving buddy can be either an asset or a liability. For example, a buddy might not make any effort to stay with me or to look for me if we become separated, a buddy might act inappropriately or negligently in an emergency, a buddy might cause danger to themselves or to me (including failing to return to a regulator once it is offered to them), or a panicked buddy might hold me underwater without air even to the point where I might drown either near or remote from the surface.

Accordingly, I alone will determine whether any proposed buddy is acceptable to me or if I use one. (t) Since I understand and recognize that any assistance I might give to a diver or other person in water results in or may result in additional risk to myself, I do not want to be obligated to assist any diver or other person, including my buddy, in any way, whether in or out of the water. I agree that SPUC and any Cosigners have the same freedom. Thus, in order to hereby obtain benefit of a similar express release from SPUC, SPUC members and any Cosigners, I agree that neither SPUC nor any Cosigner is under any obligation to assist me in any way whatsoever, either in or out of the water, or to offer me air even when I request it, or to stay with me during a diving activity, or to look for me if we become separated. I release all SPUC and any Cosigner from any and all liability for negligence in assisting me or attempting to assist me and/or for discontinuing any assistance to me once it has been undertaken. 5) No Oral Modifications: This Agreement cannot be modified by the parties by any means unless such modifications are made in writing. Attached to and referenced on this Agreement, and signed by a duly authorized representative of SPUC. 6) Covenant Not To Sue: I, my heirs, distributees, executors, administrators, guardians, legal representatives and assignors, exempt and release the SPUC and all Cosigners, their officers, directors, agents, employees, representatives, servants or shareholders, nor to initiate or assist the prosecution of any claim for damages or cause of action which I, my heirs, distributees, executors, wards, principals or administrators, hereafter may have by reason of injury to my person or my property directly or indirectly arising from or related to the activities contemplated by or the risks described in this Agreement (including but not limited to Diving or Participation). 7) Indemnity Against Claims: I hereby agree that my heirs, distributees, executors, administrators, guardians, legal representatives and assignors will indemnify, save and hold harmless the SPUC and all Cosigners, their officers, directors, agents, representatives, servants, employees, attorneys, business advisors and shareholders, conducted from any and all losses, claims, actions or proceedings of every kind and character which may be presented or initiated by any persons or organizations arising directly or indirectly from my Diving or Participation or participation in any other activities in connection with, sponsored by or for SPUC or Cosigners. 8)

Continuation of Obligations: I agree and acknowledge that the terms and conditions of this Agreement shall continue in full force and effect now and in the future at all time during which I participate either directly or indirectly in Diving or Participation or in any other activity in connection with, sponsored by, or for SPUC or Cosigners, and shall be binding upon my heirs, distributes, wards, principals, family members, executors, administrators, guardians, legal representatives and assignors of my estate. 9) Broad interpretation: this Agreement is intended to be a broad and inclusive as is permitted by law, and may not be modified in any way. If any provision or part of any provision of this Agreement is held to be invalid or legally enforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. 10) Exemption from Liability: without limiting any of the foregoing, I, my heirs, distributes, executors, administrators, guardians, legal representatives, wards, principals and assignors, exempt, indemnify, defend, hold harmless and release SPUC and all Cosigners, their officers, directors, agents, representatives, servants, employees, and shareholders from any and all liability, claims, demands or actions or causes of action from any and all direct, indirect, vicarious and any other form or liability, claims, demands or actions or causes of action whatsoever arising out of physical, emotional, economic, non-economic damages, loss or injury to me or my property while participating in any of the activities contemplated by the Agreement (including without limitation Diving or Participation), or otherwise relating to risks described in this Agreement, whether such loss, damage, or injury results from the negligence of any person or business or any other cause, omission or occurrence. 11) In further consideration of the acceptance of my application for entry in the "2023 St. Pete Open," I hereby grant full permission to the St. Pete Underwater Club (SPUC), Inc. and/or agents authorized by the promoters to use, reproduce, copy license or sell photographs, videotapes and any other record of the "2023 St. Pete Open," including my name, likeness and/or voice for any purpose. By indicating your acceptance of this Agreement and Waiver, you are affirming that you HAVE FULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THIS AGREEMENT AND I HAVE SIGNED IT OF MY OWN FREE WILL.

X _____

Date: _____