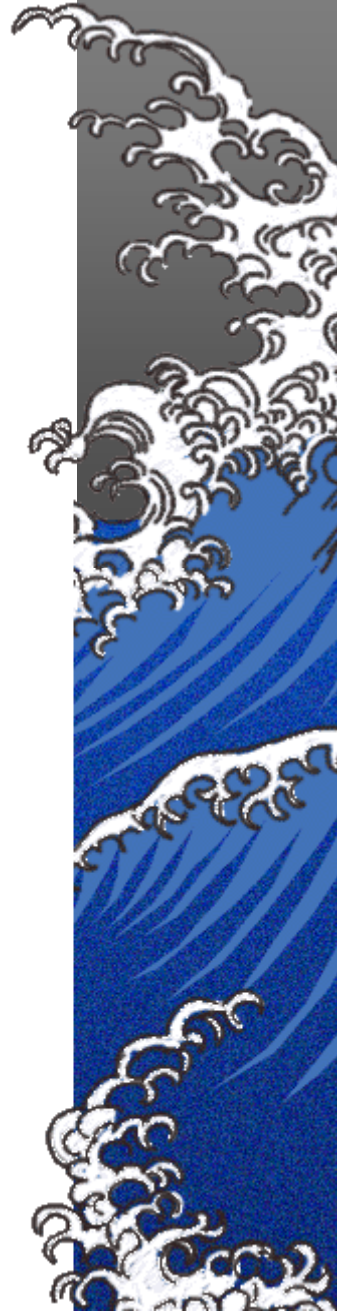


The 1st Annual Jack Prodanovich White Seabass Open
and tribute (aka 'The JACK')
May 23-26, 2008



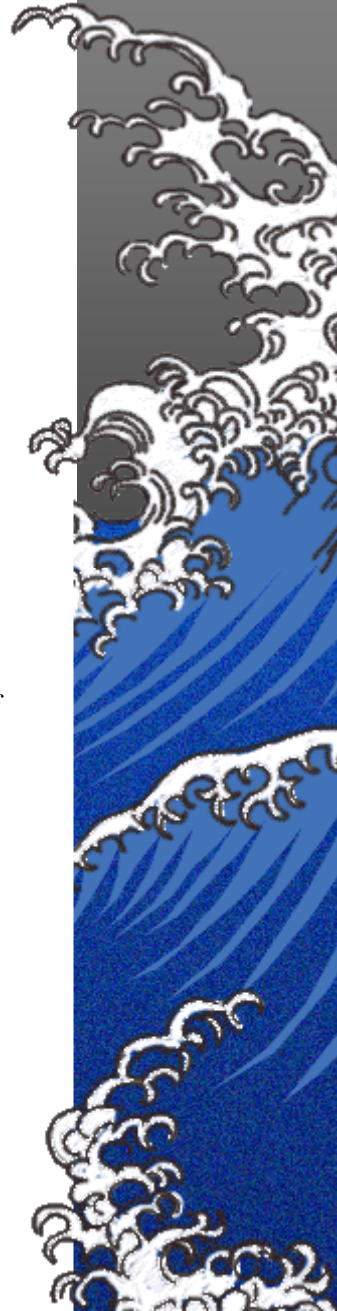
- ▲ *A three day event, May 23-25 beginning at dawn and ending at 5p.m. on the 25th.*
- ▲ *Awards Ceremony on Memorial Day May 26th at Noon at the Hubbs–SeaWorld Research Institute 2595 Ingraham Street San Diego, CA 92109 (619)-226-3870*
- ▲ *White Seabass (*Atractoscion nobilis*) only*
- ▲ *A **single** speared fish may be entered at the end of the three days by each participant.*
- ▲ *Fish may be taken in lawful areas between Point Conception to the Coronado Islands, Mexico.*
- ▲ *Each participant must possess a valid fishing license and must be in accordance with all State and Mexican regulations.*
- ▲ *All fees and waivers to be received by May 19, 2008. Payable to HSWRI.*
- ▲ *Entrance fee includes t-shirt, food and refreshments.*
- ▲ *All proceeds from this event to be donated to the **Hubbs-SeaWorld Research Institute (HSWRI) White Seabass Replenishment Project.***



“The Jack” Spearfishing Open is to commemorate the legendary Spearfisherman **Jack Prodanovich**. Jack is one of the founding members of the ‘Bottom Scratchers’ dive club. Formed in 1933 it is considered the first and oldest diving club in the World. We honor this pioneer and hope you will join us.



- ▲ *‘The Jack’ spearfishing Open 2008 to be held at Hubbs-SeaWorld Research Institute Perez Cove Way on Mission Bay San Diego. All entries into ‘The Jack’ to be submitted with \$30 entry fee payable to HSWRI. Please mail completed forms/waiver to : Damien Salerno -James & Joseph Ship Chandlery (J&J) 2040 Harbor Island Dr. San Diego, CA 92101 (619) 295-3705 or damien@jamesandjoseph.net for more info-
<http://sandiegofreedivers.com>*
- ▲ *Entry in the Jack spearfishing competition includes catered lunch and refreshments a commemorative t-shirt and award ceremony. If you would like your t-shirt mailed to you please include separate payment of \$5 made out to James & Joseph or your t-shirt will be available for pick at J&J or at the Awards ceremony at Hubbs-SeaWorld Research Institute.*
- ▲ ***Rules:** Largest single speared White Seabass (by weight) wins the 1st Place prize. Additional prizes for second thru fifth place.*
- ▲ *Freediving only using Spearguns and pole spears only. No tanks, hooks, nets, traps, or bang sticks can be used to capture fish.*
- ▲ *For your fish entry to be valid it must be taken to James & Joseph or one of our weigh station partners (please call J&J for locations and directions) where the white seabass will be weighed on a scale, photographed with the diver and the head will be donated to HSWRI for study. The otoliths will be returned to you if you request it.*
- ▲ *Contest fish are limited to legal species and sizes of *Atractoscion nobilis* as defined by the California Department of Fish and Game Ocean Sport Fishing Regulations and Mexico Oficina de Pesca regulations where applicable.*
- ▲ ***ONLY ONE FISH MAY BE ENTERED BY EACH PARTICIPANT.***
- ▲ *All entrants must submit a completed and signed Registration/Release of Liability form with payment.*
- ▲ *NAME OF DIVER (Please print): _____*
- ▲ *ADDRESS: _____*
- ▲ *EMAIL: _____*
- ▲ *If diver is a minor, please indicate age: _____*

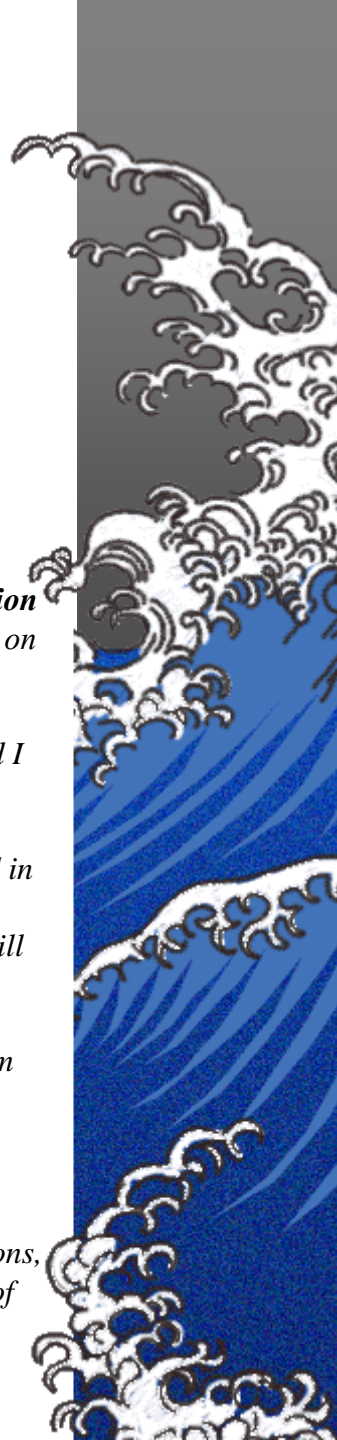


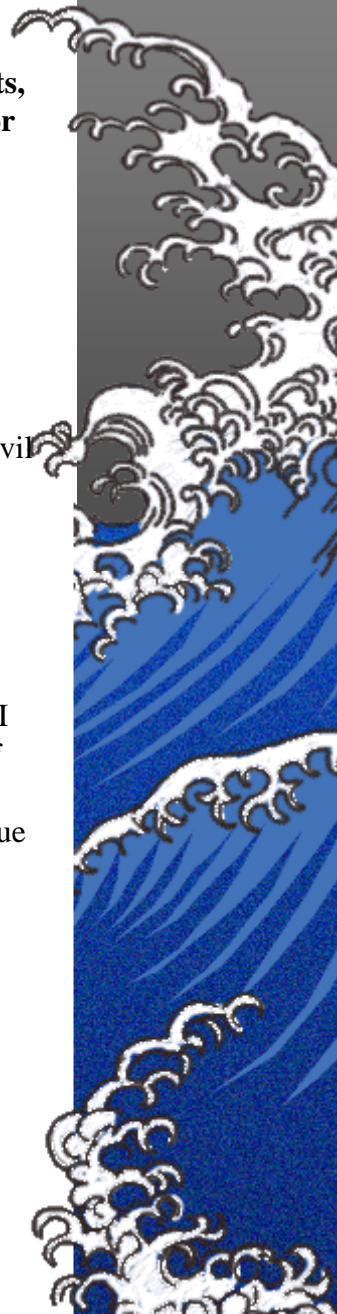
'The Jack' Spearfishing Open MAY 26, 2008

ASSUMPTION OF RISK / WAIVER OF LIABILITY AGREEMENT FOR RECREATIONAL DIVING AND / OR COMPETITION: READ CAREFULLY, THEN SIGN

*This agreement is made and entered into by the undersigned in favor of the San Diego Freedivers, Hubbs-SeaWorld Research Institute, James and Joseph's Ship Chandlery all event coordinators and officials, all sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event, their associates and affiliates, and volunteers who take part in this event (collectively, "Releasees"). In consideration of being allowed to participate in this event, known as the **'The Jack' Spearfishing Competition** (the "Event"), I, for myself, personal representatives, successors, assigns, heirs and next of kin, and for and on behalf of my diving partner(s).*

- 1. Agree, acknowledge and understand that skin diving and spear fishing is an inherently dangerous sport, and I made a voluntary choice to participate in this Event despite the risks the sport presents.*
- 2. Certify that I am over the age of 18 (or have permission from legal guardian), qualified, in good health and in proper physical condition, and possess the skill and experience necessary to participate in this Event, and understand that I will not be subject to supervision during the Event. I agree that, prior to participating, I will inspect the existing weather and ocean conditions and the equipment to be used and, if I believe anything is unsafe, I will immediately inform Event officials of such condition(s) and refuse to participate further. If I determine the ocean and/or weather conditions to be beyond my abilities, prior to participating, I will inform Event officials.*
- 3. Acknowledge and understand that I will be engaging in activities that involve the risk of serious injury, including paralysis, permanent disfigurement, disability, dismemberment and death, and severe social and economic loss which might result not only from actions, inactions, or negligence of myself, but also the actions, inactions, or negligence of others, or conditions of the ocean or environment which are beyond the control of any person and risks not known to anyone or not reasonably foreseeable at this time.*





- 4. Assume voluntarily all the foregoing risks and accept personal responsibility for damages following such injury described above.
- 5. **Release, waive, discharge and covenant not to sue Releasees, their respective administrators, officers, directors, members, agents, employees and representatives, from any and all liabilities, claims, damages, costs, or losses, to myself, my personal representatives, successors, assigns, heirs and next of kin, including death or damage to property, directly or indirectly, present or future, known or unknown, arising out of or related to my participation in the Event, and including any injury received or compounded by negligent rescue operations or procedures of Releasees; and I further agree that if, despite this agreement I or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any expenses, attorneys fees, damages, or costs which any may incur as the result of such claim.**
- 6. Agree to follow all rules, regulations, conditions and terms as set forth by Event officials. I will not do anything to degrade, embarrass, or cause harm to myself or other participants of the Event, and agree to conduct myself in a civil and sportsmanlike manner before, during and after, and while in the vicinity of the Event, and that any uncivil or unsportsmanlike conduct will be cause for immediate disqualification from the Event at the discretion of Event officials.
- 7. Give permission for the use of my name, voice and/or picture in any broadcast, telecast, photograph, advertising promotion or other account of this Event.

I have read this **RELEASE, WAIVER, ASSUMPTION, AND INDEMNITY** carefully and fully understand that I have given up substantial rights by signing it, and have done so freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Signature of Participant: _____ Date: _____

Signature of Witness: _____ Date: _____

Signature of Parent / Guardian: _____ Date: _____