

# CFODT Terms & Conditions (v011918-a)

## Section 1: Introduction

- a. These terms and conditions apply between the Catch Fish Or Die Trying ("CFODT") and those persons registering for and participating in CFODT Events ("Participant").
- b. "Events" include in-person events and tournaments where Participants meet in a central location, as well as online tournaments where Participants do not congregate.

## Section 2: Event Participation Conditions

- a. By registering for any CFODT Event, the Participant agrees to fully and completely comply with all CFODT Rules Standards, CFODT Single Event Addendum, and the terms & conditions specified herein. Failure to comply with CFODT's Terms & Conditions and Rules will result in immediate dismissal from the Event. Participants dismissed from the Event shall not be entitled to a refund or cancel any unpaid balance due.

## Section 3: Event Registration & Acceptance of Participant

- a. Registration is on a first-come, first-served basis. Early registration helps to ensure availability. Walk-in registrations will be accepted on a space-available basis.
- b. By registering for this Event, Participant represents, warrants, and ensures that they are physically and mentally able to participate in the activity for which they are registering and/or any others events in which Participant may take part in.
- c. Participant understands that this registration is non-transferable and non-assignable, and that any other person(s) wishing to participate in the event must register in their own name(s).
- d. CFODT reserves the right to substitute, at any time, speakers, presenters, facilities, venue, and/or any aspect of the Event.
- e. Participants who have any questions concerning the event should contact CFODT directly.
- f. CFODT reserves the right to refuse participation in its Events to any individual.
- g. Participant's failure or inability, for any reason except as otherwise provided herein, to participate in any or all of the activities of the Event does not relieve or suspend the Participant's obligation to make all payments required hereunder on a timely basis, nor entitle the individual to a refund or credit.
- h. Participant understands and agrees that payment for the Event does not secure a guarantee or promise of satisfaction.

## Section 4: Payment

- a. Participant agrees that once an Event Registration is submitted, this Agreement is legally binding and enforceable obligation of Participant.
- b. CFODT Event Entry Fee payments are processed using Paypal, unless otherwise stated in the CFODT Single Event Addendum or other Official Documentation. Participant (or Third Party who is paying on behalf of the Participant) knowingly and irrevocably authorizes CFODT to charge electronically Participant's (or Third Party Payer's) PayPal account, bank account, and/or credit card for any and all amounts due for Participant's registration, attendance, and participation in the CFODT Event.

## Section 5: Participant's Right To Cancel

- a. Any Participant who wishes to cancel an event registration may do so by contacting the CFODT.
- b. For In-Person Tournaments, if cancellation is dated more than 15 days prior to the Event, no administrative fee will be charged. Any cancellation dated 15 days or fewer before the event will result in a per person administrative fee of 25% of the Event Registration Fee.
- c. For Online Tournaments, if cancellation is dated more than 3 days prior to the Event, no administrative fees will be charged. Any cancellation dated 3 days or less before the Event will result in an administrative fee of 25% of the Event Registration Fee.
- d. Once an event has started, no cancellations will be accepted and no refunds will be issued.
- e. CFODT is not responsible for any refunds of expenses related to travel or lodging reservations or other payments involving third parties.

## Section 6: Release and Indemnification

- a. Participant understands and agrees that their participation in and attendance at the Event is knowing and voluntary. Participant understands and agrees that strict observation of the Event rules and regulations is required and that use of the Event facilities and the Participant's presence at the Event are at the sole risk of the Participant. Participant indemnifies and holds harmless CFODT and its officers, directors, employees and agents from and against any claims, demands, actions, liabilities, damages, costs or expenses, including court costs and reasonable attorneys' fees arising out of or relating to:
  - i. Participant's involvement in the Event;
  - ii. Claims against CFODT by any third parties arising from or related to CFODT's actions and/or omissions,
  - iii. Claims relating to any violation or alleged violation by CFODT and/or any third party of the applicable laws relating to the conduct of the Event; and/or
  - iv. Claims arising from or relating to CFODT's performance of its obligations hereunder. Participant specifically understands and agrees that they are assuming the risk of any and all injuries that they may suffer or incur as a result of their registration and/or participation in the Event. Participant's indemnification obligations shall survive the expiration or termination of this agreement.

#### **Section 7: Copyright and Use of Images**

- a. This Event is copyrighted by CFODT. Video, audio and/or any other means of recording this Event by Participant are strictly prohibited without the express written approval of CFODT.
  - i. Violators will be dismissed from the Event and CFODT reserves all legal rights to pursue civil remedies.
- b. To inquire about obtaining a professional recording of the Event, please contact CFODT. Participant, for themselves and their officers, directors, employees, agents, representatives, successors, assigns, heirs, executors and administrators hereby irrevocably consents to the unrestricted use by CFODT, its advertisers, clients, customers, successors and assigns, of Participant's name, likeness, statements, photograph or motion picture, for advertising, sale, marketing, promotion or any other purposes of trade and Customer waives the right to inspect or approve such completed images used in connection therewith.
- c. Participant grants to CFODT the exclusive right to exploit and license or assign for exploitation all such matter or any approved derivatives thereof in any manner in any medium or field of use, in the form delivered.

#### **Section 8: Unavailability and Force Majeure**

- a. CFODT will use reasonable efforts to hold the Event; however, under no circumstances will CFODT be held responsible for unavailability caused by circumstances beyond CFODT's control, including flood, fire, hurricanes, earthquakes or other "acts of God," acts of government, civil unrest, acts of terror, strikes or labor problems nor will any Event Registration be cancelled, altered or amended once the Event has commenced on the basis of circumstances beyond CFODT's reasonable control.

#### **Section 9: Compliance with Laws**

- a. This Agreement shall be governed by the laws of the State of Florida.
- b. All rights and obligations of the CFODT and the Participant under this Agreement are subject to all applicable federal, state and local laws and regulations.
- c. These terms and conditions shall be deemed revised to conform to applicable statutes, rules and regulations.
- d. CFODT may modify the terms and conditions stated herein at any time in its sole and absolute discretion.
- e. Participant shall be bound by the modified Agreement and agree that no other modifications shall be enforceable.
- f. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements between the parties, whether written or oral.
- g. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- h. The waiver of any breach shall not constitute a waiver of any subsequent breach.