



# 2018 Saltwater Angler Classic WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

**In exchange for participation in the 2nd Annual Saltwater Angler Classic and the opportunity to win cash and prizes, I hereby acknowledge, affirm and agree to (declare) the following:**

- 1. That the vessel that I am using in the Saltwater Angler Classic has an active, valid liability insurance policy or rider with a minimum liability coverage applicable to the boat owner, passengers, or other third parties injured as a result of any mishap involving the vessel;*
- 2. That the act of traveling in and fishing by use of a boat in tournament situations often times presents dangerous circumstances, including, but not limited to traveling at high rates of speed; exposure to inclement weather, such as high winds, fog, rain, and extreme heat or cold; striking or grounding on submerged objects, masses, debris, or land; being in close proximity to, including collisions with, other vessels or structures; use of sharp objects, including knives, scissors, pliers, tools, hooks, lures and the like; being subjected to exhaustion, fatigue, and/or dehydration; and/or being subjected to equipment or vessel failure (e.g. outboard motor, boat hull, pumps, trolling motor, batteries and electronic devices); yet, I willfully, knowingly, and voluntarily declare that I submit my person, equipment and vessel to these conditions and assume any risk arising out of or as a result of my involvement in these circumstances. I agree to indemnify and hold harmless Saltwater Angler Classic, together with all sponsors and affiliates of the Saltwater Angler Classic, their respective agents, principals and assigns (the "Indemnified Parties") with regard to any loss or damage to my person or property (including fish to be presented at weigh-in) while engaged in any act of participation in the Saltwater Angler Classic, including, but not limited to, those acts during practice, captain's meetings, tournament performance and while engaged in collateral/ancillary activities of the Saltwater Angler Classic.*
- 3. That during the Saltwater Angler Classic, usage and maintenance of my boat/vessel, instruments and equipment are my sole responsibility and that the Indemnified Parties Saltwater Angler Classic, its principals, agents and assigns are in no way responsible for failure of my equipment or any action of mine or a third party which could result in damages or losses to my property (including live fish to be presented at weigh-in) or person, or to those same damages or losses to a third person. I agree to hold harmless Saltwater Angler Classic, its agents, principals and assigns, as well as indemnify them in the event of a claim regarding any loss or damage to property or person arising out of my usage or maintenance of my vessel, instruments and equipment in the EVENT.*
- 4. That I further agree to indemnify, defend and hold the Indemnified Parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments that include reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against, charged to or recoverable from any party, by reason of any claim arising out of or relating to any act or error or omission, or misconduct of my agents or me during the Saltwater Angler Classic.*
- 5. That I agree to waive any right to compensation or a claim against the Indemnified Parties with regard to the use of my likeness or appropriation, thereof, in any media format, whatsoever. I further agree to indemnify the Indemnified Parties against any claim by a third party involving advertisement, sponsorship, or use of other marketing methods involving said third parties or their product or services. I further agree that any media, photographs, video, audio and the like that includes the likeness of me or my sponsorship, produced by any of the Indemnified Parties is the sole property of one or more of the Indemnified Parties and I waive any right of compensation or ownership claim to said property. I acknowledge that the Indemnified Parties have the absolute authority to use my likeness in any reasonable manner deemed appropriate by the Indemnified Parties.*

*I HEREBY ASSUME FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATED TO Saltwater Angler Classic OR THE INDEMNIFIED PARTIES WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES. I CERTIFY THAT I AM PHYSICALLY FIT AND OTHERWISE NOT MEDICALLY DISQUALIFIED OR AT RISK WHILE PARTICIPATING IN THESE EVENTS.*

*I HEREBY RELEASE THE INDEMNIFIED PARTIES FROM ALL LIABILITY FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFROM ON ACCOUNT OF INJURY TO MY PERSON OR PROPERTY OR RESULTING IN MY INJURY OR DEATH ARISING OUT OF OR RELATED TO THE Saltwater Angler Classic, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE INDEMNIFIED PARTIES.*

*I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTY BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.*

*By entering your name on the signature line of this online participant release, you are legally signing the document. If you accept your electronic execution of this instrument, please enter your legal name and the date of execution.*

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_