

# PARTICIPANT RELEASE OF LIABILITY

READ BEFORE SIGNING

October 27, 2018

In consideration for permission to participate in the **2018 Club Classic**, (hereinafter referred to as The Event), and events and/or activities related to The Event, I acknowledge and agree to the following:

1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE The Event Committee and Delta Bass Club, their Officers, Agents or Assigns, Affiliated Companies, Successors in Interest, Designees, Volunteers, Other Participants, Sponsors, Advertisers, and, if applicable, Owners and Lessors of Premises and Property used to conduct The Event (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of participating in The Event, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, which may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES, my own negligence or intentional misconduct, or otherwise, to the fullest extent allowed by law.

4. I willingly agree to comply with the terms and conditions of participation. However, if I observe an unusual hazard during my participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of California. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

## PUBLICITY

In consideration for permission to participate in the tournament, I ("contestant") hereby grant the **2018 Club Classic**, its assignees and/or licensees (Collectively "Sponsors") the unconditional right to use my name, voice, photographic likeness, biological information, fishing tips, video, and/or instructions in any press release, in connection with the **2018 Club Classic** tournament without restriction.

**IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability, Hold Harmless and Publicity Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.**

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Participant Signature

Print Name

Date