

2012 High School Fishing Waiver



PARTICIPANT RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration for permission to voluntarily participate in tournaments, events, programs, and related activities conducted by The Bass Federation, (doing business as TBF) and/or Operation Bass, Inc., (doing business as FLW Outdoors), either jointly or separately, I acknowledge, appreciate, and agree that:

The risk of injury, disability, death, loss or damage to my person or property from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

I have been advised by TBF and/or FLW Outdoors, and have had the opportunity to seek legal counsel with respect to the legal effect of this document; and,

I KNOWINGLY AND FREELY ASSUME ALL RISKS REFERRED TO ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE BASS FEDERATION, INC. and/or OPERATION BASS, INC., THEIR OFFICERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, AGENTS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, AND SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES AND PROPERTY USED TO CONDUCT THE EVENT (“RELEASEES”) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR RISKS ARISING FROM MY PARTICIPATION; AND,

I willingly agree to comply with the terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the immediate attention of the nearest official; and,

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS RELEASEES, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHICH I SUFFER OR WHICH I AM FOUND TO HAVE CAUSED IN WHOLE OR IN PART BY MY NEGLIGENCE OR INTENTIONAL MISCONDUCT, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

I agree to submit, by signature on this document, to a polygraph or voice stress analysis examination. Hereinafter known as a truth verification test, and abide by its conclusion. Truth verification test(s) will be used at TBF’s sole discretion, and administered by TBF or its agents. I understand that failure to pass the examination as determined by TBF will result in disqualification. I certify that the number shown on these forms is my correct taxpayer identification number.

Having fully acquainted myself with the tournament rules, I have completed this application and submit it for my entry into the tournament. In signing this application, and by my presence at the event, I hereby agree to be bound by and comply with all tournament rules, participant release of liability and safety regulations. I expressly assume all risks associated with the tournament and I hereby release The Bass Federation, Inc., (TBF), Operation Bass, Inc. (dba FLW Outdoors) and its parent, and affiliate companies, its licensees and affiliates, and all their respective officers, directors, agents, employees, and stockholders, the tournament hosts, tournament sponsors and tournament officials from all claims of death, injury and/or property damage incurred in connection with this tournament. If I am using a boat during the official practice or during the tournament, I certify that I now have, or will obtain prior to the event, property damage\ watercraft liability insurance having a reasonable limit. Said insurance must be issued by a reputable insurer and must cover injury and/or damage incurred in connection with this Tournament. Upon request, I will provide satisfactory evidence of said insurance. I hereby wave my rights of privacy or publicity with regard to the unconditional right to use my name, voice, photographic likeness, video and biographical information and fishing tips and instructions in connection with any reproduction of same, video\audio productions and/or articles and press releases by TBF, FLW Outdoors, their parent or affiliate companies, and those acting under their permission, anywhere at any time, through any medium or media. I shall not be entitled to receive any royalties or other compensation in connection with such use. I further understand and agree that the tournament officials reserve the right to reject my application for any reason whatsoever.

The Participant signifies by his/her signature below that they have read and understands the foregoing provisions.

Dated _____ Age _____ Signed _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

X _____
PARENT/GUARDIAN'S SIGNATURE EMERG. PHONE # (s) : _____ Date Signed _____