

## **RELEASE AND WAIVER OF LIABILITY**

For consideration of participation in the Fishing Tournament event to be held on May 26th, 2018, I, \_\_\_\_\_, waive and release the **YOUTH FISHING LEAGUE, INC.** ("YFL"), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, and **MD&J, LLC dba MCCAIN HI-PERFORMANCE** ("McCain"), its members, officers, representatives, past and present employees, volunteers and agents, all sponsors, their representatives and successors (collectively, the "Releasees"), from any and all claims, liabilities, or cause of actions arising out of an injury to me (or my child) and from any and all claims, liabilities, or cause of actions arising from my (or my child's) participation or attendance in this event.

### **Inherent and Potential Risks**

I understand that the Fishing Tournament involves strenuous physical activity associated with fishing. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Fishing Tournament relating to the risk of strenuous physical activity. I acknowledge that I may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume risks from contact with other participants, negligent or wanton acts of other participants, failure of other participants and non-participants from observing the guidelines of the Fishing Tournament, any defects of conditions of premises (including high or low water levels and rough waters), and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in the Fishing Tournament; and dressing in conjunction with the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the Fishing Tournament.

### **Medical Evaluation**

I attest that I (or my child) am medically and physically able to participate in the Fishing Tournament. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete the Fishing Tournament, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in the Fishing Tournament.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence emergency rescue operations.

### **Voluntary Participation**

I am fully aware of the risks connected with participation in the Fishing Tournament, whether specifically listed in this Release or not, and I voluntarily elect to participate in the Fishing Tournament knowing that this participation involves these risks. I understand that my participation in the Fishing Tournament accompanies a minimum fundraising obligation for the benefit of YFL.

### **Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue**

In consideration for being permitted to participate in the Fishing Tournament, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

- 1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in the Fishing Tournament.
- 2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in the Fishing Tournament including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Releasees.

### **Acknowledgment and Compliance with Rules**

I agree to observe and obey all rules and safety procedures that accompany the Fishing Tournament and to abide by any decision of an event official relative to my (or my child's) ability to safely compete in the event. I agree to exhibit appropriate behavior at all times and to obey all laws. YFL and event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

I understand and agree to stock my vessel with one Coast Guard Approved Personal Flotation Device (PFD) per passenger, including captain and crew, in accordance with Coast Guard Regulations. For vessels over sixteen feet long, a throw-able PFD (such as a boat cushion or life ring) must be on board.

### **Severability**

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

**Photography Release**

I hereby grant full permission to YFL and/or McCain to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of YFL and/or McCain. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of the Fishing Tournament I may take or capture to YFL and/or McCain.

**I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.**

**Full Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I, the parent(s) or guardian(s) of the above-named participant, hereby give my/our approval to this child's participation in the Fishing Tournament. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or of an injury to my/our child and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my/our child's participation in the Fishing Tournament. I consent to the foregoing and grant permission for my/our child to participate in the Fishing Tournament. I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand their contents and I sign the same on my/our own free act and deed.

I attest that if my/our child, the above-named participant, is under 18 years of age as of the date of the Fishing Tournament, he or she will be accompanied by an adult eighteen years of age or older throughout his or her participation in the Fishing Tournament. I further attest that my/our child will wear an appropriately sized life jacket for the duration of his or her participation in the Fishing Tournament.

**Child's Full Name:** \_\_\_\_\_

**Parent/Guardian's Full Name:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_