

Attachment A – Adult Registrants

MIOLA BASS CLUB WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ BEFORE REGISTERING FOR ANY MBC COMPETITIVE EVENT

In consideration of being allowed to participate in any way in the MIOLA BASS CLUB, Event and its related competition and activities, I, the undersigned (or registrant), being at least 18 years of age, acknowledge, appreciate, and agree that:

1. I affirm that my participation in any MBC Event is voluntary and declare that I am physically fit and capable to participate in such; and
2. I acknowledge that kayak fishing participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary 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 immediately bring such to the attention of MBC Officers or Tournament Directors; and,
5. in full recognition and appreciation of the dangers and risks inherent in such activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MIOLA BASS CLUB, and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from my participation in the MBC Event.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Name (Print)

x _____
Participant's Signature

Date of Signing

Participant's Age

(Note If Participant is under 18 years of age, do not use this form. Registrant and Adult Supervisor must use Attachment B – Youth Registrants)

Attachment B – Youth (under age 18)

MIOLA BASS CLUB WAIVER AND RELEASE OF LIABILITY AGREEMENT
READ BEFORE REGISTERING FOR ANY MBC COMPETITIVE EVENT AND/OR SIGNING THIS AGREEMENT

In consideration of being allowed to participate in any way in the MIOLA BASS CLUB, Event and its related competition and activities, I, the undersigned (or Registrant), being under the age of 18, acknowledge, appreciate, and agree that:

1. I affirm that Registrant’s participation in any MBC Event is voluntary and declare that Registrant is physically fit and capable to participate in such; and
2. I acknowledge that kayak fishing participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. Registrant (and Adult Parent, Guardian, or Designated Adult Supervisor) KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for Registrant’s participation; and,
4. Registrant willingly agrees to comply with the stated and customary **Terms and Conditions for Participation**. If, however, Registrant or Adult Supervisor observes any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of MBC Officers or Tournament Directors; and,
5. in full recognition and appreciation of the dangers and risks inherent in such activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS MIOLA BASS CLUB, and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers (including but not limited to TourneyX), and, if applicable, owners and lessors of premises used for the activity (“Releasees”), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from Registrant’s participation in the MBC Event.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Registrant’s Name (Print)

x _____
Registrant’s Signature

Date of Signing

Registrant’s Age

[] I will serve as Adult Supervisor and will accompany Registrant while he is on the water during competition hours.[] In place of or in addition to me, the Adult MBC Member designated below will act as the Adult Supervisor and will accompany Registrant while he is on the water during competition hours.

Parent’s or Guardian’s Name (Print)

x _____
Parent’s or Guardian’s Signature

Designated Adult Supervisor’s Name (Print)

x _____
Designee’s Signature