

Bay Area Bassmaster 2019 Season

Liability Release

In consideration of being allowed to participate in the Bay Area Bassmasters (BAB) fishing tournament series, I acknowledge and agree to the following:

The risk of injury, disability, death, loss or damage to person or property from the activity involved in the tournament(s) is significant, including potential for permanent paralysis, illness, injury and death to a person and destruction of equipment, and while in compliance with particular BAB rules, correct use of equipment, and personal discipline may reduce this risk, such risk does exist.

- 1. If I am using my own boat in the tournament(s), I certify that I now have or will obtain prior to the tournament series, Boat Owners Liability Insurance (including coverage for third party property damage and bodily injury) with no Tournament Exclusions, having a minimum Limit of at least \$300,000 per occurrence. The insurance must be issued by a reputable insurer rated "A" or better by A.M. Best and Co. At BAB's request, I will provide satisfactory evidence of having such current insurance to any BAB official upon their request
2. I have been advised by BAB of the contents of this document through my reading it, and have had the opportunity to seek legal counsel with respect to the legal effect of this document prior to signing it through it being posted on BAB's web site.
3. I KNOWINGLY AND FREELY ASSUME ALL RISKS REFERRED TO ABOVE, AND ALL OTHER RISKS OF TOURNAMENT PARTICIPATION, BOTH KNOWN AND UNKNOWN, EVEN, WITHOUT LIMITATION, IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR RISKS ARISING FROM MY PARTICIPATION IN THE TOURNAMENT(S);
4. I willingly agree to comply with the terms and conditions for conditions for participation in any tournament of BAB and should I observe any unusual hazard(s) in my presence or during participation which could potentially cause injury or damage to any person, I will remove myself from participation and being such hazard(s), to the attention of the nearest BAB official immediately.
5. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNEES, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS BAY AREA MASSMASTERS, ITS PERENT AND AFFILIATED COMPANIES, THE OFFICERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, AGENTS CONSULTANTS, AND/OR EMPLOYEES OF EACH, OTHER PARTICIPANTS, AND SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES AND PROPERTY USED TO CONDUCT THE EVENT ("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.
6. If there are any questions raised by the judges or officials of BAB as to my veracity in respect to my participation in any tournament, I agree to submit to a polygraph examination and understand that failure to pass the examination will result in disqualification from such tournament and potentially from BAB at its discretion as provided by the rules of the organization. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND THE ATTACHED RULES, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.
7. PUBLICITY. In consideration for permission to participate in any BAB tournament, I ("Contestant") hereby grant Bay Area Bassmasters and its assignees and/or licenses (including television production companies contracted by BASS or FBN), the unconditional right to use my name, voice, image in a video format while participating in a tournament, photographic likeness, biographical information, fishing tips and/or instructions in any medium whatsoever, including but not limited to video/audio productions, merchandising, promotions, articles, and/or releases, in connection with BASS, FBN or Bay Area Bassmasters, without restrictions as to change or alterations at any time. I understand that I will not be entitled to receive any royalties or other compensations in connections with such use and waive my rights to review the finished product. By my signature below I verify that I have read and understand the foregoing Provisions.

PARTICIPANT'S SIGNATURE _____

Age if under 18: _____ Date: _____

PRINT CONTESTANT NAME HERE FOR PARENTS/GUARDIANS OF MINORITY AGE PARTICIPANTS (UNDER AGE 18 AT TIME OF REGISTRATION)

I, AS PARENT/GUARDIAN DO HEREBY CERTIFY THAT I HAVE LEGAL RESPONSIBILITY FOR THE PARTICIPANT AND I MYSELF, MY HEIRS, ASSIGNEES, 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 OR WARD'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.

PARENT'S/GUARDIAN'S SIGNATURE: _____

DATE: _____

EMERGENCY PHONE NUMBER _____