



2023 NEB Kayak Regional Championship RELEASE OF LIABILITY Form -- READ BEFORE SIGNING

Liability Release By signing this release "I Agree to Liability Release", I signify that I have read and understand all rules and I hereby release N.E. BASSIN Tournament Fishing Circuit/Series, its officers, sponsors, agents, and employees, from any and all damages, claims, demands, cost, or expenses relating to injury of any persons or damage to any property which I may cause by reason of participating in or in connection with any N.E. BASSIN Tournament Fishing event. Covenant Not To Sue and Waiver of Subrogation: I further agree that I will never sue N.E. BASSIN Tournament Fishing Circuit for damages on account of any injury damage that I suffer or cause whether known now or which may develop in the future in connection with this or any other N.E. BASSIN Tournament Fishing event. I expressly agree to indemnify and hold N.E. BASSIN Tournament Fishing Circuit harmless from any liability whatsoever, including court cost and attorney's fees arising with respect to such action. I understand that in waiving my rights to sue N.E. BASSIN Circuit, I am waiving the right to recovery from N.E. BASSIN Tournament Fishing Circuit/Series of my insurance carrier for any claims they may pay on my behalf. I further understand that by signing this agreement, I waive any rights my heirs or relatives have or may have to sue N.E. BASSIN Tournament Fishing Circuit/Series for liability. Verification of liability insurance: I further state that I am a current member of N.E. BASSIN Tournament Fishing Circuit and that I maintain liability insurance on the boat I will use in any N.E. BASSIN Tournament Fishing event. Construction: If this agreement and the release, covenant, and waivers contained herein are found by any court to be overly broad in any manner, I ask the court to interpret it as broadly as possible. Reading and Understanding: I signify that checking "I Agree to Liability Release" that I have read and understand the above agreement and all N.E. BASSIN KAYAK SERIES Rules.

In consideration of being allowed to participate in any way in the NE BASSIN KAYAK Regional Championship program, its related events and activities, I, _____, the undersigned, acknowledge, appreciate, and agree that:

- 1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
- 2. 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,
- 3. 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 bring such to the attention of the Company immediately; and,
- 4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE NE BASSIN program circuit, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, 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 associated with my presence or participation, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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.

x _____ Print Name: _____ Age: _____ Date Signed: _____
PARTICIPANT'S SIGNATURE

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 child and our 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 _____ Date Signed: _____
PARENT/GUARDIAN'S SIGNATURE (print name)

NOTE: This is a SAMPLE WAIVER/RELEASE FORM only. Final wording should be as directed by the insured's counsel, but observe the principles represented within the above.

