

# Bent Rods Bass Club Release and Waiver Form For Tournaments during the year 2021

Waiver, Release of All Claims and Hold Harmless Agreement for Bent Rods Bass Clubs, or BRBC.

Please read this form carefully and be aware that in signing up and participating in any of the BRBC tournaments during the year 2021, you will be waiving and releasing all claims for injuries arising out of the tournaments that you might sustain. The terms “I”, “me”, and “my” also refer to parents or guardians as well as the participants in the tournaments. In registering for any of the tournaments you are agreeing as follows:

As a participant in a tournament, I recognize and acknowledge that there are certain risks of physical injury, and I knowingly and freely assume the full risk of any injuries, including death, damages or losses, which I may sustain as a result of participating, in any manner, in any and all activities connected with or associated with such tournaments. I further recognize and acknowledge that fishing and operating a watercraft are hazardous recreational activities and involve potential risks of injury.

I, for myself and my heirs, assigns, personal representative and next of kin, voluntarily waive and relinquish any and all claims that I may have as a result of participating in the tournaments against Bent Rods Bass Club, their affiliates, members, officers, directors, sponsors and assigns, any and all other participating and governmental units and independent contractors, officers, agents, servants and employees of such governmental units and independent contractors and any and all other persons and entities, of whatever nature, that might be directly or indirectly liable for any injuries that I might sustain while participating in the tournaments (the parties described in the preceding sentence are referred to as "released parties" in the remainder of the agreement).

I, for myself and my heirs, assigns, personal representative and next of kin, fully release and discharge Bent Rods Bass Club and the other released parties from any and all claims, demands, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys' fees and expenses, arising out of or relating to any injuries, including death, damage or losses, which I may have or which may accrue to me on account of my participation in the tournaments.

I further agree to indemnify, hold harmless and defend the Bent Rods Bass Club and any and all other released parties, from any and all claims, demands, actions, causes or action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, attorneys' fees and expenses, arising out of or relating to any injuries, including death, damages and losses, sustained by anyone, and arising out of, connected with, or in any way associated with my conduct and the activities of the tournaments.

I further understand and agree that the terms such as “participation”, “tournament” and “activities”, referred to in this Agreement include all exercises and physical movements of any nature while I am participating in the tournaments, and further include the provision of or failure to provide proper instructions or supervision, the use and adjustment of any machinery, equipment and apparatus, and anything related to my use of the services, facilities, or premises involved in the tournaments.

I understand the nature of the tournaments for which I am registering, and I acknowledge and certify that I have read and fully understand this Waiver, Release, and Hold Harmless Agreement that I understand that I have given up substantial rights by signing it, and that I agree to be bound by its terms. I further understand that any advisements or warnings of particular risks of the tournaments that I subsequently receive will be incorporated by reference into and become part of this Agreement.

[Signature of Participant] \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_ Team \_\_\_\_\_