

## Liability Release

In consideration of being allowed to participate in the Military Team Bass Fishing Tournament operated by American Bass Anglers fishing tournament for 2012, I acknowledge and agree to the following:

1. The risk of injury, disability, death, loss or damage to person or property from the activities involved in the tournament(s) is significant, including the potential for permanent paralysis, illness, injury and death to a person and destruction of equipment, and while compliance with particular ABA rules, correct use of equipment, and personal discipline may reduce this risk, such risk does exist.
2. If I am using my own boat in the tournament(s), I certify that I now have or will obtain prior to the tournament, Boat Owners Liability Insurance (including coverage for third party property damage and bodily injury) with no Tournament Exclusion, having a minimum limit of at least \$100,000.00 per occurrence. The insurance must be issued by a reputable insurer rated A or better by A.M. Best and Co. At ABA's request, I will provide satisfactory evidence of having such current insurance to any ABA official upon their request.
3. I have been advised by ABA 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 ABA's web site.
4. 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;)
5. I willingly agree to comply with the terms and conditions for participation in any tournament of ABA 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 bring such hazard(s), to the attention of the nearest ABA official immediately.
6. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNEES, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS AMERICAN BASS ANGLERS, INC., ITS PARENT 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.
7. If there are any questions raised by the judges or officials of ABA 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 ABA 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.
8. PUBLICITY. In consideration for permission to participate in any ABA tournament, I ("Contestant") hereby grant to American Bass Anglers, Inc. its assignees and/or licensees (including television production companies contracted by ABA ), the unconditional right to use my name, voice, image, 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 press releases, in connection with ABA and/or the Bassmaster Weekend Series, without restriction as to changes or alterations at any time. I understand that I will not be entitled to receive any royalties or other compensation in connection with such use and waive my right to review the finished product. By my signature below I verify that I have read and understand the foregoing provisions.

**BOATER PARTICIPANT'S PRINTED NAME:** \_\_\_\_\_

**BOATER'S PRINTED SIGNATURE:** \_\_\_\_\_

**RIDER PARTICIPANT'S PRINTED NAME:** \_\_\_\_\_

**RIDER'S PRINTED 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 AGREE AND GIVE MY CONSENT TO HIS/HER RELEASE AS PROVIDED ABOVE OF ALL THE RELEASEES, AND, FOR 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

\_\_\_\_\_  
EMERGENCY PHONE NUMBER(S)

\_\_\_\_\_  
DATE

**BOATER INFORMATION:** (Office use only: Date: \_\_\_\_\_ Time: \_\_\_\_\_)

Name: \_\_\_\_\_

Do you have a current Department of Defense issued ID Card or DD-214: ? Yes  No

Are you an ABA Member?  Yes  No ABA Member Number: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Day Time Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Do you maintain a minimum of \$100,000 in liability boat insurance?  Yes  No

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**PARTNER INFORMATION:**

Name: \_\_\_\_\_

Do you have a current Department of Defense issued ID Card or DD-214: ?  Yes  No

Are you an ABA Member?  Yes  No ABA Member Number: \_\_\_\_\_

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Birthdate: \_\_\_\_\_

Day Time Phone Number: \_\_\_\_\_ Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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**BOATER MEMBERSHIP OPTIONS:**

Temporary Membership (One week only – no charge):

Active Duty Angler: Branch of Service \_\_\_\_\_ (One Year – No Charge):

Gold one-year membership in support of the event (\$25): \$ \_\_\_\_\_

**PARTNER MEMBERSHIP OPTIONS:**

Temporary Membership (One week only – no charge):

Active Duty Angler: Branch of Service \_\_\_\_\_ (One Year – No Charge):

Gold one-year membership in support of the event (\$25): \$ \_\_\_\_\_

Team Tournament Registration (\$150): \$ 150.00

Credit Card 5% Handling Fee on tournament entry only (if applicable) \$ \_\_\_\_\_

Late Fees collected after entry deadline April 19, 2011 (\$25): \$ \_\_\_\_\_

Membership Sub Total (Boater and Partner) \$ \_\_\_\_\_

**Total** \$ \_\_\_\_\_

Name as it appears on Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expires: \_\_\_\_\_