

# Evergreen Bass Club 2023 Release of Liability and Media Rights

In consideration of, Evergreen Bass Club and it's Sponsors allowing me to participate in its 2023 tournament, I acknowledge and agree as follows:

1. I understand and acknowledge that fishing is a dangerous sport, the risk of which include though not exclusively, drowning, collisions in the water and injuries from hooks and other fishing paraphernalia. I voluntarily assume responsibility for these risks, identified and not identified, and all risk of injury or death or damage to myself or my property or to others, including spectators and their property, arising from my participation in these tournaments.

2. I hereby release, discharge and agree to hold harmless and indemnify , Evergreen Bass Club and it's Sponsors Inc. its , officers, directors, members, managers, agents, the host, tournament officials, and its partners, agents or employees, and all other persons or entities associated with the tournament from any and all liability claims, demands, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in this tournament, including specifically but not limited to the negligent acts or omissions of Evergreen Bass Club, officers, directors, agents, the host, sponsors, and tournament officials, and its partners, agents or employees and all other persons or entities associated with the tournament, for any and all injury, death, illness or disease and other damage or loss to property suffered by myself or others. In signing this document, I acknowledge and agree that if anyone is hurt or property is damaged while I am engaged in this event, I will have no right to make a claim or file a lawsuit against Evergreen Bass Club, officers, directors, agents or employees, the host, sponsors, officials and all other persons or entities associated with the tournament even if they or any of them negligently caused the bodily injury or property damage.

3. Any suit brought by me against Evergreen Bass Club as a result of my participation in this tournament will be brought in state or county court in Pierce County, Washington where the principal office of Evergreen Bas Club is located. Should it become necessary for Evergreen Bass Club or someone on its behalf to incur attorney fees and costs to enforce this agreement or any portion thereof, I agree to pay the reasonable costs and attorney fees thereby expended, or for which liability is incurred.

4. I have sufficient health, accident and liability insurance to cover any bodily injury or property damage incurred by myself or others as a result of my participation in this event.

5. I have no past or present medical or psychological condition that might affect my participation in the tournament in such a way as to cause harm to myself or to others.

6. I give Evergreen Bass Club permission to use my name and photograph for promotional purposes.

7. I agree to submit to and accept the results of any polygraph test given at this event.

8. I have read and understand the Official Rules of these tournaments. I will obey all rules and understand that any violation may result in immediate disqualification without refund of my entry fee. I also understand that Tournament officials may reject my application for any reason and in that event will refund my entry fee. My signature below reflects that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms.

References herein to "I", "my", "myself" and other first-person references shall include any child or ward for whom I sign. \_\_\_\_\_ Boater (print name)

\_\_\_\_\_ Boater Signature

Date \_\_\_\_\_

\_\_\_\_\_ Co-Angler (print name)

\_\_\_\_\_ Co-Angler Signature

Date \_\_\_\_\_

