

Waiver Form

STATEMENT OF UNDERSTANDING FOR PARTICIPATION IN ACTIVITIES, TRIPS, MEETINGS, INSTRUCTION, PADDLING, FISHING, WADING in the SURF AND ADVENTURE Fishing Tournaments In consideration of my entry being accepted for participation in the Surf and Adventure sanctioned events, I do hereby state that I understand that the purpose of signing this document is to exempt and release Surf and Adventure, its agents, its endorsers and sponsors, administrators, successors, and assigns, including their officers, directors, members, operators, representatives, agents, insurers, successors, and volunteers, from each and every action and claim for damages, in law in admiralty, or in equity, arising from my association, entry or participation in the Surf and Adventure event. And hold these entities harmless from any and all liabilities arising as a consequence of the following, or any other acts or omissions on their part, including but not limited to negligence. I understand that there are inherent risks involved with paddle sports, fishing, wading in the water and swimming including but not limited to perils of the sea & or waterways, act of the other participants & adverse sea & weather conditions & I hereby assume such risks. I certify that my physical condition and training are adequate to enable me to compete safely in Surf and Adventure events, and I acknowledge that I am familiar with paddling and the risk associated and I will not hold Surf and Adventure or their employees, agents, endorsers or other associated personnel or companies responsible if I am injured as a result of ANY problems (medical, accidental, or otherwise) which occur while paddling, fishing, or other wise participating in the contest. I am also aware of the risks associated with the weather conditions that prevail on water at any time of the year: varying water temperatures, strong currents, choppy waters and marine animals. I also understand that pleasure and fishing craft share the waters and may be a danger. I specifically acknowledge that I am aware of the risks in Boating & Fishing and agree to assume those risks. If I should suffer illness or injury during the event I realize that medical care must be summoned & treatment will be delayed until I can return to shore & or be transported to a proper care facility. I agree in advance to these conditions. I will be present for the Captains meeting and be attentive to any information concerning conditions, which may cause me danger. If there is anything I have been told that I do not understand, I will immediately inform an official representative of the event. I authorize the officials of the event to use their discretion to have me transported to a medical facility and this Waiver and Release of Rights applies fully to such actions. I hereby grant full permission to any and all of the sponsors of this event or their representatives to use any photographs, motion pictures, video tapes, recordings or any other records of this event for any purpose whatever including commercial use. I UNDERSTAND I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY & I AGREE TO DO SO. I will immediately stop my trip if paddling conditions are worse than those for which I have been trained or for which I have experienced. Neither, Surf and Adventure nor its endorsers, employees, sponsors, nor agents have made any representations to me, implied or otherwise, that they can or will perform safe rescue or first aid. In the event I become distressed or call for first aid, I would like assistance and will not hold Surf and Adventure, their employees, volunteers or other competitors responsible for their actions in attempting the performance of rescue or first aid. I understand I have a duty to inspect the equipment I will be using; I will not hold anyone other than myself responsible for my failure to inspect my equipment prior to paddling. I understand that I am entering this event at my own risk and assume all risk of the hazards and dangers associated with this event. I understand that the event may be cancelled or altered due to weather conditions. I agree to forever discharge and release Surf and Adventure, endorser(s), agent(s), owner(s), agent(s), volunteer(s), and sponsor(s) from any and all responsibility or liability for any and all injuries or damages. I agree NOT to make a claim against or sue any of the above parties for injuries or damages, whether they arise or result from any NEGLIGENCE, GROSS NEGLIGENCE OR OTHER LIABILITY. I further specifically agree, on behalf of myself, my heirs, & assigns to & indemnify & hold harmless the released parties for any & all causes of action arising as a consequence of any incidents which might occur as a consequence of my participation in any activities with or involving the released parties.

I HAVE READ THIS AGREEMENT, AS WELL AS THE RULES OF THE CONTEST UNDERSTAND IT & AGREE TO BE BOUND BY IT FROM THE DATE OF MY SIGNATURE & FOREVER INTO THE FUTURE.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Parent Signature (if under 18) \_\_\_\_\_