



I-70 Bass Anglers Junction City, KS



Club Waiver Form

Date: _____

Name: _____

Address: _____ City: _____

Cell Phone: _____

Email: _____

Declaration, Waiver, Release, and Hold Harmless Agreement

The undersign participant hereby affirmatively states and acknowledges the following in consideration for participation in any fishing tournament sponsored by the I-70 Bass Anglers.

1. That participation in this event is entirely voluntary and of participant's own choosing and not the result of any inducement offered by the I-70 Bass Anglers, other than set out in the tournament rules. Individual agrees to abide by the rules of this tournament.
2. That participant executes this Declaration, Waiver, Release and Hold Harmless Agreement in consideration for the opportunity to participate in this event.
3. Participant assumes any risk of loss, damage, or injury to participant's person and/or property and waives any claim in connection thereto against the I-70 Bass Anglers, and their officers, board members, directors, employees, agents, sponsors and members. Furthermore, participant waives any claim, demand, complaint, or cause of action which participant now has or may have, whether known, developed or underdeveloped, including but not limited to claims based upon negligence, on account or arising out of participant's entry into and participation in this fishing tournament. I do not release them from liability for willful or intentional misconduct.
4. Participant further agrees to indemnify and hold harmless the I-70 Bass Anglers and their officers, board members, directors, agents, and sponsors from and against any and all claims by participant and participant's heirs, assigns, and representatives, arising out of or in any way related to participant's entry into and participation in this fishing tournament. I warrant that I am in good physical and mental health and am physically capable of withstanding the rigors and requirements of this tournament.
5. Participant further states that the property, and if applicable the boat and engine to be used in this fishing tournament complies with Kansas laws and regulations, and if applicable the boat/engine to be used in this fishing tournament is currently operational and in proper working order and that the owner of the boat to be used has in force, at the time of this fishing tournament, current liability insurance coverage in the amount of \$100,000.00 or more.
6. This declaration, waiver, release and hold harmless agreement has been executed by the participant, relying on the participant's own judgement and understanding of this declaration, waiver, release and hold harmless agreement, and no representation from any other party; participant further declares that he/she legally competent to execute this declaration, waiver, release and hold harmless agreement; participant further declares that this document shall be binding upon his/her heirs, assigns, representatives and acknowledges that it shall be interpreted unto the laws of the State of Kansas. If any section herein is declared to be invalid, it shall be severable from the balance of the declarations, waivers, releases and agreements made herein. Participant further request that any court interpret this declaration, waiver, release and hold harmless agreement as broadly as possible in accordance with participant's intentions set forth herein. Finally, participant certifies, by participant's signature, that participant has read, fully understands, and agrees to abide by the rules and regulations of this tournament. Participant agrees that photographs, film, digital video, or videotape taken of participant during the participation in the tournament, to include weigh-in and awards ceremony, may be used without prior consent or payment of royalties and/or fees.
7. I (Participant) expressly recognize that loss of property, injury or death could arise from (1) the fishing and boating activities contemplated by the tournament (2) the fact that participant might fish in a boat belonging to another participant (3) the fact that the risks normally encountered in open-water fishing from a boat may be enhanced by the exposure to the elements and other risk inherent in outdoor competition. I am aware that my participation in this tournament creates the risk of my serious personal injury or death and could lead to the loss or damage to personal property.

SIGNATURE: _____

DATE: _____