



2020 PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RELEASE

I have read and understand the rules for the Nichols Marine Tournament Series circuit events. I have voluntarily completed this application and have included my applicable fee(s) to participate. I hereby agree to be bound by and comply with all state, federal and tournament rules and regulations. I expressly assume all risk(s) associated with each tournament event and I hereby release Nichols Marine Tournament Series, the host, all sponsors, and tournament officials, including, but not limited to each of their respective employees, officers, directors, managers, members, insurers and representatives (collectively "Releasees") from all claims or injury and/or damage arising out of, or related to and/or incurred in connection with any Nichols Marine sponsored event(s). I hereby agree to indemnify, defend, and hold harmless Releasees from and against any and all demands, claims, causes of action, (including, but not limited to, causes of action in contract, tort, strict liability of otherwise, and specifically including, but not limited to, any claim of negligence and/or fault of any Releasee), fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with or arising out of my participation and my partner's participation in any Nichols Marine Tournament Series sponsored event. I hereby grant Nichols Marine Tournament Series the unconditional, royalty free, perpetual, right and license to use my name, and photographic likeness in connection with Nichols Marine Tournament Series promotions, and/or articles and press releases. I agree that I am not entitled to receive any royalties or other compensation in connection with such use. I further understand and agree that the tournament director reserves the right to reject my application for any reason. By signing this application I agree to submit to any truth verification testing, or polygraph test requested by Nichols Marine Tournament Series, and provided by and selected by Nichols Marine Tournament Series, and agree with the outcome of any such testing shall be final and binding. I agree that 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 any Nichols Marine Tournament Series sponsored event. If I have no such insurance, I declare that I am capable of paying for any and all such expenses or liability. I understand that I am responsible for paying all local, state, and federal taxes, title, license and registration as a result of my participation in any Nichols Marine Tournament Series sponsored event. I agree that sole and exclusive venue for the determination of any claim or controversy arising out of or related to any Nichols Marine Tournament Series sponsored events shall be in State District Court, Wagoner County, OK, where the principal office of Nichols Marine Tournament Series is located. Should it become necessary for Nichols Marine Tournament Series or any Releasee to incur attorney's fees and costs to enforce this release, I agree to pay the attorneys fees thereby expended, or for which liability is incurred. If this is a team event, I agree that my team partner, if absent from signing this release, understands all statements, rules, and regulations stated above and has given me express permission to sign on his/her behalf. By signing this release, I am stating that my partner and I both agree to these terms.

TEAM MEMBER SIGNATURE _____ Date _____

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