

WAIVER & LIABILITY RELEASE FORM

Event: SLING N' BAITs / 2023 BANK MASTERS CATFISH TOURNAMENT

In consideration of my application and permitting me to participate in this recreational fishing competition and/or outdoor activity EVENT and accompanying festivities, I hereby agree, acknowledge and take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. Liability Release: I understand the inherent risks involved in recreational fishing competitions, and by my signature, on behalf of myself and heirs, successors, servants, assigns, executors, administrators, guardians, and conservators, I HEREBY RELEASE, WAIVE, DISCHARGE, CANCEL, COVENANT NOT TO SUE, ACQUIT, AND HOLD HARMLESS, SLING N' BAITs LLC and respective directors, officers, employees, staff, volunteers, partners, consultants, principals, agents, servants, heirs, administrators, shareholders, successors, officers, representatives, attorneys, and assigns as well as any governmental entity where the EVENT is held, and all other tournament officials or parties involved in the EVENT, and agree to hold them free and harmless for, from, and against any and all liability, claims, demands, debts, contracts, judgments, appeals, rights, costs, expenses, liabilities, obligations, actions, and cause of actions of any character or form whatsoever, whether known or unknown, suspected or unsuspected, arising from their negligence or otherwise, including, but not limited to, all liabilities for personal injury, property damage or to any property belonging to me, sickness or wrongful death cause by such negligence or otherwise resulting from my participation in the Sling N' Bait's 2023 Bank Masters Catfish Tournament (hereinafter referred to as the EVENT).

2. Assumption of Risk: I am fully aware of the risk and hazards with participating in this EVENT, I acknowledge that this EVENT involves certain risks and hazards, including the risk of physical injury, disability, accidental injury or death, or loss or damage to property, resulting from wild animals, inclement weather, accidents, equipment malfunctions, collisions, falls, drowning, equipment and gear, related injuries or other causes known or unknown to SLING N' BAITs LLC. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH that may be sustained, or any loss or damage to property as a result of being engaged in an activity and/or EVENT.

3. Indemnification: I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS and defend SLING N' BAITs LLC against any claims, loss, liability, and other damages, costs and expenses that may incur due to participation in this EVENT.

4. Good Health & Expertise: I certify that I am physically fit, have sufficiently prepared or trained to participation in this outdoor activity and/or EVENT, and have not been advised to not participate by a qualified medical professional. I attest and verify that I am enjoying good health, and have sufficient expertise and stamina for participation in this EVENT. I certify that there are no health-related reasons or problems which preclude my participation in this outdoor activity. I understand that fishing is a physically strenuous activity and that I will be exerting myself during the EVENT, and that if injured as a result of heart attack, panic, hyperventilation, or any other physical malady, etc, that I expressly assume the risk of said injury. I understand that SLING N' BAITs LLC will not be responsible for any medical cost associated with any injury, while participating in this outdoor activity and/or EVENT.

5. Tournament Rules: I further agree to become familiar with the rules and regulations of the EVENT. I have read, understand, acknowledge, and agree to abide by all tournament rules and regulations set forth by SLING N' BAITs LLC. I understand that should I be found in violation of any SLING N' BAITs LLC tournament rule, it may result in event disqualification, and forfeiture of any prizes earned at the EVENT in which I participated. I will further assume complete risk of any activity done in violation of any rule, directive, or instruction.

6. Photo/Video Waiver Release: I also hereby grant and authorize SLING N' BAITs LLC, any assignee or event sponsors the unconditional right to use my name, voice, likeness, biographical information, photography, audio, video, or any other format of publication, in connection with any articles, press releases, advertising, promotional or any other purposes, without restriction as to changes or alterations from time to time. I understand that I will not be entitled to receive any royalties or other compensation in connection with such use.

IN SIGNING THIS WAIVER & LIABILITY RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO ALL CONDITIONS AND TERMS SET FORTH IN THIS WAIVER & LIABILITY RELEASE AGREEMENT. I UNDERSTAND AND FULLY AGREE TO THE TERMS OF THIS WAIVER & LIABILITY RELEASE AGREEMENT. I UNDERSTAND THAT IT IS A LEGALLY BINDING AND ENFORCEABLE CONTRACT. I understand and confirm that by signing this WAIVER AND RELEASE I have given up considerable future legal rights. I am fully competent and I have signed this AGREEMENT freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me. My signature is proof of my intention to execute a complete and unconditional WAIVER AND RELEASE of all liability to the full extent of the law. I am 18 years of age or older and mentally competent to enter into this waiver, and intend for signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Participant's Printed Name: _____

Participant's Signature: _____

Date: _____

***Participant must sign this waiver & liability release form in order to participate in fishing tournament/competition event.**

