

**PARTICIPANT'S WAIVER AND AGREEMENT TO THE
OLD SCHOOL KINGFISH SHOOTOUT**

Participant's Last Name: _____
Participant's First Name: _____

***THIS AGREEMENT APPLIES TO ALL PARTICIPANTS OF THE
OLD SCHOOL KINGFISH SHOOTOUT***

DEFINITIONS:

Old School Kingfish Shootout, or OSKS refers to the Old School Kingfish Shootout, its managers, owners, employees, officers, directors, stockholders, associates, agents, contractors, volunteers, sponsors, vendors and exhibitors.

Participant is the person or entity authorized to and intending to participate in the Old School Kingfish Shootout. **Tournament** is the Old School Kingfish Shootout.

I, Me, My, Myself refers solely to the Participant who has this signed agreement.

ACKNOWLEDGE AND UNDERSTANDING OF RISK:

I understand and acknowledge that there are risks and dangers inherent in and associated with my participation in this Tournament. I understand and acknowledge that I have read the Rules of the Tournament and agree to abide by same to ensure the safety of myself and others and the integrity of the Tournament. **I understand that the risks in participating in the Tournament will be substantially increased if a "Small Craft Advisory" or "Small Craft Exercise Caution" weather condition is in effect.**

Notwithstanding, I acknowledge the risks and dangers in participating in this Tournament and I voluntarily choose to allow myself, my crew and guests, my vessel, personal property and equipment to participate in Tournament activities, solely at risk to myself and without liability to OSKS.

WAIVER AND RELEASE OF OSKS:

In consideration for permission to participate in this Tournament, with the understanding that OSKS gives reliance upon the representations made herein by me, I agree that it is my intention to completely relieve OSKS of any duties and liabilities to myself, my crew and guests, my vessel, personal property and equipment. I voluntarily assume the entire risk of any damages or injuries to myself, my crew and guests, my vessel, personal property and equipment which might occur during or as a result of my participating in this Tournament or conducting activities related to my participation to the Tournament. **By this agreement, I also intend to fully, completely, and forever release, discharge, and absolve OSKS from any and all liability for any active or passive negligence whatsoever by OSKS and I further waive and relinquish any claim or cause of action against OSKS for any loss, claim, damage, personal injury, disability, death, medical and any other type of expense or property damage or loss caused by any active or passive negligence of OSKS. I waive and relinquish all rights to sue or exercise any legal right to seek damages or relief of any nature from OSKS arising out of my or my crew and guests, my vessel, personal property and equipment's use of or participation in the Tournament.**

INDEMINIFICATION:

As further consideration for this Agreement and for OSKS's permission to participate in the Tournament, together with the understanding that OSKS gives such permission in reliance upon my representations made herein, I agree as follows:

1. As to my participation in any activities at the Tournament, and as to and all liability for the injuries or damages which I and my crew, guests, vessel, personal property and equipment may suffer or incur due to any cause whatsoever, including the active or passive negligence of OSKS, I hereby agree:
 - a. To waive any and all claims for damages that I may presently have against OSKS together with any and all claims which may arise in the future;
 - b. To release OSKS from any and all liability for the injuries or damages that I, my crew, guests, vessel, personal property and equipment may suffer or incur, or that my next of kin or survivors may suffer as a result of my participation in any activity while participating in the Tournament, and

- c. To hold harmless and indemnify OSKS from any and all liability for the injuries and damages to any third party resulting from my participation in the Tournament.
2. This waiver and release of liability and indemnification agreement (collectively referred to hereafter as “Waiver and Release”) shall be effective as to myself, my heirs, next of kin, family, survivors, relatives, guardians, conservators, executors, administrators, trustees, and assigns in the event of injury, disability, or death.
3. **I HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY ALL OF THE RULES OF THE TOURNAMENT AND ALL APPLICABLE RULES OF SAFETY AND CONDUCT GOVERNING MY CONDUCT WHILE PARTICIPATING IN THE TOURNAMENT. I UNDERSTAND THAT THESE RULES ARE POSTED OR OTHERWISE AVAILABLE UPON REQUEST FOR MY INSPECTION BEFORE ENGAGING IN ANY TOURNAMENT ACTIVITY.**

I hereby certify that I am over 18 years old and hold a valid boating license and any applicable fishing license by to participate in this Tournament. I certify that I understand all the Rules of the Tournament and the Rules of Safety and Conduct governing my conduct while participating in the Tournament and am physically and mentally competent to participate in the Tournament safely. I will not attempt to conduct Tournament activities while under the influence of any substance which would render my participation in the Tournament to be unsafe. I have completely read and understand this Agreement and its terms. I am satisfied that all of my questions and concerns relating to my participation in the Tournament and the inherit dangers therein have been answered to my satisfaction. I am aware that, by signing this Agreement, I assume all risks and waive and release certain rights that I and my heirs, next of kin, family, survivors, relatives, guardians, conservators, executors, administrators, trustees and assigns may have against OSKS.

THE UNDERSIGNED HAS READ, UNDERSTOOD, AND VOLUNTARILY SIGNED THIS AGREEMENT.

Today’s Date: _____

Participant’s Signature: _____

Emergency Contact: _____

Emergency Contact Phone #: _____