

LAKE GUNTERSVILLE BASSMASTERS (LGBM)

PM / GUEST LIABILITY RELEASE - TWO (2) PAGES

In consideration of being allowed to participate in the LGBM club events and functions for the present club year, I acknowledge and agree to the following:

1. The risk of injury, disability, death, loss or damage to person or property from the activities involved in the club tournament(s) and functions is significant, including the potential for permanent paralysis, illness, injury and death to a person and destruction of equipment, and while compliance with particular Club rules, correct use of equipment, and personal discipline may reduce this risk, such risk does exist.
2. If I am using my own boat in the tournament(s), I certify that I now have or will obtain prior to any tournament, Boat Owners Liability Insurance (including coverage for third party property damage and bodily injury) with no Tournament Exclusion, having a minimum limit of at least \$100,000.00 per occurrence. The insurance must be issued by a reputable insurer rated "A" or better by A.M. Best and Co. At the club's request, I will provide satisfactory evidence of having such current insurance to any Club official upon their request.
3. I have been advised by the Club of the contents of this document through my reading it, and have had the opportunity to seek legal counsel with respect to the legal effect of this document prior to signing it through it being posted on Club's web site.
4. I KNOWINGLY AND FREELY ASSUME ALL RISKS REFERRED TO ABOVE, AND ALL OTHER RISKS OF TOURNAMENT AND CLUB FUNCTION PARTICIPATION, BOTH KNOWN AND UNKNOWN, EVEN, WITHOUT LIMITATION, IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (AS DEFINED BELOW) OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR RISKS ARISING FROM MY PARTICIPATION IN THE TOURNAMENT(S ;) OR CLUB FUNCTION (S ;).
5. I willingly agree to comply with the terms and conditions for participation in any tournament of the Club and should I observe any unusual hazard(s) in my presence or during participation which could potentially cause injury or damage to any person, I will remove myself from participation and bring such hazard(s), to the attention of the nearest Club official immediately.
6. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNEES, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS LGBM, ALL CLUB OFFICERS, ALL CLUB MEMBERS, AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES AND PROPERTY USED TO CONDUCT THE EVENTS ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHICH I SUFFER OR WHICH I AM FOUND TO HAVE CAUSED IN WHOLE OR IN PART BY MY NEGLIGENCE OR INTENTIONAL MISCONDUCT, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.

(Guest's Liability Release Continued)

7. If there are any questions raised by the members or officials of the club as to my veracity in respect to my participation in any tournament, I agree to submit to a polygraph examination and understand that failure to pass the examination will result in disqualification from such tournament and potentially from the Club at its discretion as provided by the rules of the Club.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND THE CLUB RULES, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

By my signature below I verify that I have read and understand the foregoing provisions.

GUEST'S SIGNATURE

_____ Date _____

Use the section below only for guests under the age of 18.

PRINT GUEST'S NAME HERE FOR PARENTS/GUARDIANS OF MINORITY AGE PARTICIPANTS (UNDER AGE 18 AT TIME OF REGISTRATION)

I, AS PARENT/GUARDIAN DO HEREBY CERTIFY THAT I HAVE LEGAL RESPONSIBILITY FOR THE PARTICIPANT AND I AGREE AND GIVE MY CONSENT TO HIS/HER RELEASE AS PROVIDED ABOVE OF ALL THE RELEASEES, AND, FOR MYSELF, MY HEIRS, ASSIGNEES, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S OR WARD'S INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

PARENT'S/GUARDIAN'S SIGNATURE

Date _____

EMERGENCY PHONE NUMBER(S) _____