

## Brunswick County Fishing Club

### Participant Waiver and Hold Harmless Form

1. In consideration for receiving permission for myself to participate in this BCFC event. I hereby release, waive, discharge and covenant not to sue and agree to hold harmless for any and all purposes sponsors, the BCFC, their officers, servants, agents, volunteers or employees (herein referred to as Releasees) from any and all liabilities, claims, demands or injury including death, that may be sustained by me while participating in such activity or while on the premises owned or leased by Releasees, including injuries sustained as a result of the negligence of Releasees. I acknowledge there may be physically strenuous activities. General risks are listed in item number two below; some more specific risks are outlined according to activity at the end of the waiver. I know of no medical reason why I should not participate.

2. I am fully aware that there are inherent risks involved with game fishing and boating (herein referred to as Activity), including but not limited to injury or death while traveling to and from the Activity sites; blisters, sprains, strains, dislocations, torn muscles and/or ligaments, fractured or broken bones, eye damage, cuts, wounds, scrapes, abrasions and/or contusions, dehydration, sunburn, heat and/or cold related emergencies, drowning and/or oxygen shortage, exposure or weather-related conditions, medical illnesses, head, neck and/or spinal injuries, bite or attack by an animal, insect or marine life, allergic reaction, shock, paralysis or death, and serious injury or impairment to other aspects of my body and general health and well-being and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks or loss, property damage or personal injury including death that may be sustained by me as a result of participating in said activity including injuries sustained as a result of the negligence of Releasees. I further agree to indemnify and hold harmless the Releasees for any loss, liability, damage or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity.

3. I understand that the Releasees do not maintain any insurance policy covering any circumstances arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.

4. I give my permission for the Activity leaders to seek emergency medical, rescue or evacuation services for me should I become injured or ill with the understanding that I am responsible for any expenses incurred. I fully understand that the BCFC does NOT provide any medical insurance coverage for me while participating in this activity.

5. I acknowledge that photographs and video may be taken during the Activity and allow reproductions of these photographic materials to be used in promotional and media activities initiated by the BCFC and Sponsors.

6. It is my express intent that this Covenant Not To Sue and Agreement To Hold Harmless shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representatives, if I am deceased and shall be governed by the laws and the State of North Carolina.

7. I understand game fishing and boating have inherent risks involved, and understand that I will participate in the tournament at my own risk.

8. I understand the BCFC and Sponsors are providing coordination services for this event only, and are not liable for any expenses that I might incur, nor are they responsible for travel, lodging, meals or incidentals on my behalf that may be connected with this event.

9. I will conduct myself in a courteous and responsible manner, observing the laws of the State of North Carolina, and practice safe boating and fishing while participating in this event.

10. I understand that I may have to submit to a polygraph examination and that failure to be available for that test, refusal to take the test or failing the test is grounds for disqualification. In signing this Participant Waiver and Hold Harmless Form, I acknowledge and represent that I have read the foregoing Covenant Not To Sue and Hold Harmless, understand it and sign it voluntarily as my own free act to deed; no oral representations, statements or inducements apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate and complete consideration fully intending to be bound by the same, now and in the future.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant Printed Name: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Printed Name of Parent or Legal Guardian: \_\_\_\_\_