

PARTICIPANT AGREEMENT, RELEASE, & ACKNOWLEDGMENT OF RISK

In consideration of The Redwater Fire Department allowing me to participate in this tournament, I acknowledge and agree as follows:

1. I have read and understand the description of the tournament and the Official Rules of this tournament. I will obey all rules and understand that any violation may result in immediate disqualification without refund of my entry fee. I agree to submit to and accept the results of any polygraph test that may be given related to this event.

2. I understand and acknowledge that competitive fishing is a dangerous sport, the risks of which include, though not exclusively, drowning, collisions in the water, and injuries from hooks and other fishing paraphernalia. I voluntarily assume responsibility for these risks, identified and not identified, and all risk of injury or death or damage to myself or my property or to others, including spectators and their property, arising from my participation in the tournament.

3. I hereby release, discharge, and agree to hold harmless and indemnify The Redwater Fire Department, its officers, volunteers, sponsors, tournament officials and all other persons or entities associated with the tournament from any and all liability, claims, demands, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in this tournament, including specifically but not limited to the negligent acts or omissions of The Redwater Fire Department, its officers, volunteers, sponsors, tournament officials, and all other persons or entities associated with the tournament, for any and all injury, death, illness or disease, and other damage or loss to property suffered by myself or others. In signing this document, I acknowledge and agree that if anyone is hurt or property is damaged while I am engaged in this event, I will have no right to make a claim or file a lawsuit against The Redwater Fire Department, its officers, volunteers, sponsors, tournament officials and all other persons or entities associated with the tournament, even if they or any of them negligently caused the bodily injury or property damage.

4. Any suit brought by me against The Redwater Fire Department as a result of my participation in this tournament will be brought in state or county court in Bowie County, Texas, where the principal office of The Redwater Fire Department is located. Should it become necessary for the Redwater Fire Department or someone on its behalf, to incur attorney's fees and costs to enforce this agreement, or any portion thereof, I agree to pay the reasonable costs and attorney's fees thereby expended, or for which liability is incurred.

5. 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 this event. If I have no such insurance, I represent that I am capable of paying for any and all such expenses or liability.

6. I have no past or present medication or psychological condition that might affect my participation in the tournament in such a way as to cause harm to myself or others.

7. I give The Redwater Fire Department permission to use my name and photograph for promotional purposes.

My signature below reflects that I have read this entire document, understand it completely, understand that it affects my legal rights, and agree to be bound by its terms. References herein to "I", "my", "myself", and other first-person references shall include any child or ward for which I sign.

BOATER SIGNATURE: _____ **DATE:** _____

PARTNER SIGNATURE: _____ **DATE:** _____

PARTNER'S PARENT (If Minor): _____ **DATE:** _____