



## MASSACHUSETTS B.A.S.S. FEDERATION NATION LIABILITY WAIVER

### LIABILITY RELEASE - READ BEFORE SIGNING!

IN SIGNING THIS AGREEMENT, I HEREBY RELEASE Massachusetts B.A.S.S. Federation Nation, it's officers, agents, employees, sponsors, owners or lessors of premises used to conduct the event ("Releasees"), herein referred to as MASSACHUSETTS B.A.S.S. FEDERATION NATION, from all damages, claims, costs or expenses relating to injury of any persons or property, which I may sustain or which I may cause, by participating in or in connection with this tournament. I understand that by participating in this tournament, I may cause or sustain injury, including but not limited to, loss of life, limb, sight, speech, or other senses, including but not limited to, paralysis, coma, loss of mental functions, dehydration, exposure, hypothermia, frostbite, sun stoke, or any other injury(s) caused in a boating accident and / or exposure to the elements. I further release MASSACHUSETTS B.A.S.S. FEDERATION NATION for all damages relating to adverse weather conditions while participating in this tournament, accepting that it is my responsibility to seek safety should adverse and/or unforeseen weather conditions occur prior to, during or after the tournament.

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, and assume full responsibility for my participation.

I FURTHER AGREE THAT I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE and next of kin, hereby RELEASE, INDEMNIFY, AND HOLD HARMLESS MASSACHUSETTS B.A.S.S. FEDERATION NATION. I will never sue MASSACHUSETTS B.A.S.S. FEDERATION NATION for damages due to any injury, death or damage I suffer or cause whether known now or which may develop in the future. In the event MASSACHUSETTS B.A.S.S. FEDERATION NATION were named in a lawsuit because of my actions, I expressly agree to indemnify and hold MASSACHUSETTS B.A.S.S. FEDERATION NATION harmless from any liability whatsoever, including court costs and attorney's fee, arising with respect to such actions. I understand that in waiving my rights to sue MASSACHUSETTS B.A.S.S. FEDERATION NATION, I am also waiving the rights of recovery from MASSACHUSETTS B.A.S.S. FEDERATION NATION of my insurance carrier for any claims they may pay on my behalf.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY UNDERSTANDING THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

LIABILITY INSURANCE; I maintain a minimum of \$300,000 liability insurance on the boat I will use in this tournament.

By placing your signatures on this entry and membership form I certify that we have read all tournament rules and liability release, and agree to abide by all rules, regulations, releases and tournament official's decisions.

BY THE SIGNATURE BELOW (I/WE) UNDERSTAND THAT WE HAVE READ THE ABOVE STATED RULES AND REGULATIONS AND WILL ADHERE TO ALL OF THE ABOVE;

Boat Owner: \_\_\_\_\_

Date: \_\_\_\_\_

Non-Boater: \_\_\_\_\_

Date: \_\_\_\_\_

*(if Non-Boater is under 18, Legal Guardian must sign also)*

By entering this Massachusetts B.A.S.S. Federation Nation Team Tournament at my own risk, I hereby acknowledge that all bodies of water contain obstacles and hazards and that I am responsible for the safe operation of my boat, and I waive all liability claims against Tournament sponsors, hosts, officials, and all parties associated with the tournament. I have read the Tournament Rules and agree to abide by them. I also agree to accept the Tournament Officials' decisions as final.