

WAIVER, RELEASE and ASSUMPTION OF RISK

In consideration of my participation and entry in any bass tournament and/or event held by Rocky Mountain Bass (RMB), I acknowledge that participation in or with the event involves many inherent risks as well as risks that may be individual in nature, including, but not limited to, the risk of serious injury, illness or death as a result of physical exertion, stress, exhaustion, heart attack, sunburn, windburn, heat stroke, extreme weather, thunderstorms, lightning, windstorms, accidents involving boating and many other inherent safety risks. I further recognize and acknowledge that I am solely responsible for the safety, comfort, and well being of myself and any minor who accompanies me. In consideration of being allowed to participate in the event, I ASSUME ALL RISKS AND RESPONSIBILITY FOR THE SAFETY OF MYSELF AND MY PROPERTY AS WELL AS THE SAFETY OF THE PERSON AND PROPERTY OF ANY MINOR WHO ACCOMPANIES ME. I agree that my participation in such activities is AT MY OWN RISK. I warrant and represent that I and any minor who accompanies me has liability, boating, health and life insurance ("Insurance") adequate for my needs and the needs of any minor who accompanies me and that such Insurance provides coverage with respect to participation in the event and activities. I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RMB (and each and every one of the representatives thereof) from all liability to myself, any minor who accompanies me, my personal representative or estate, assigns, heirs and next of kin, and the personal representative of any minor who accompanies me or such minor's estate, assigns, heirs and next of kin, for any and all loss or damage and any claims and/or demands on account of injury, death, or damage to me, any minor who accompanies me, and any of my or such minor's personal possessions. I HEREBY WARRANT AND REPRESENT THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE ON BEHALF OF MYSELF AND ANY MINOR WHO ACCOMPANIES ME; that I understand that the terms of this Release are contractual and create a binding contract with respect to the matters described herein; and that I have signed this Release as my own free act. I further warrant and represent that I shall comply with all policies and obey all rules regarding the event, including those outlined herein, as posted on the website, www.rockymountainbass.com, and as explained to me at the pre-tournament meeting. I also agree that if I am, or any minor who accompanies me is, asked by an authorized RMB representative to (i) discontinue my participation, or the participation of any minor who accompanies me, in the event and/or activities or (ii) leave the area in which the event is being conducted, I will do so immediately or will immediately cause such minor to do so, as the case may be, and I will not hold RMB (and each and every one of the representatives thereof) liable for any expense incurred by me or such minor in doing so. In addition to and without limiting anything contained herein, I hereby agree to indemnify against, and agree to protect, save and hold harmless RMB from, any and all liabilities, obligations, losses, damages, claims, expenses (including court costs and attorneys' fees) and any other costs associated with or arising from any claim or claims made by me or on my behalf (or by any minor who accompanies me or on behalf of such minor) or by any third person whose claim (or claims) are related to my participation in, or the participation in of any minor who accompanies me, the event or the terms, conditions, or enforcement of the terms of this Release. This Agreement shall in all respects be governed by, and construed in accordance with, the law of the State of Utah without regard to its choice of law provisions. Each party hereto submits to the exclusive personal jurisdiction of the state and federal courts located in Cache County, Utah, for all issues between them regarding this Agreement and the terms and conditions hereof. In the event that a minor child for whom I am responsible shall participate in the event and such minor is not accompanied by me, I hereby agree that the terms, conditions and provisions of this Agreement shall apply to me and such minor to the same extent as if I had accompanied such minor. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS "WAIVER, RELEASE and ASSUMPTION OF RISK" BY CAREFULLY READING IT AND AGREEING TO IT IN ITS ENTIRETY BEFORE SIGNING BELOW.

(Please Print)

(Please Print)

Date:

Date:

Signature of Participant
(Parent or Guardian, if Licensee under 18 years)

Signature of Participant
(Parent or Guardian, if Licensee under 18 years)

Address:

Address:

Email:

Email:

Phone number:

Phone number:
