

**CAPTAINS RELEASE OF LIABILITY - READ BEFORE SIGNING**

**SCHOOL:** \_\_\_\_\_

In consideration for permission to voluntarily participate in tournaments, events, programs and related activities conducted by PBC Tournament Trails, LLC, I acknowledge, appreciate and agree that:

1. The risk of injury, disability, death, loss or damage to my person or property from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I have been advised and have had the opportunity to seek legal counsel with respect to the legal effect of this document; and,
3. I KNOWINGLY AND FREELY ASSUME ALL RISKS REFERRED TO ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF PBC TOURNAMENT TRAILS, THEIR OFFICERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, AGENTS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, AND SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES AND PROPERTY USED TO CONDUCT THE EVENT ("RELEASEES") OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR RISKS ARISING FROM MY PARTICIPATION; AND,
4. I willingly agree to comply with the terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the immediate attention of the nearest official; and,
5. Winners and participants are subject to a polygraph exam at any event. Refusal to take a polygraph for any reason will result in disqualification. I agree to abide by the results of the polygraph exam.
6. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS RELEASEES, INCLUDING THE SCHOOL \_\_\_\_\_ AND SCHOOL DISTRICT \_\_\_\_\_, 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.
7. As the only authorized operator of the boat provided for all PBC High School Tournament Trail tournaments, I have inspected and acknowledge that the watercraft provided is seaworthy and meets all current U.S. Coast Guard safety requirements. Furthermore, I understand that the same watercraft provided must meet the minimum length limits, combustion engine design restrictions, hull design requirements, minimum and or maximum horsepower ratings, and be appropriately equipped to ensure the safety of any and all student anglers participating as outlined by the PBC High School Tournament Trail tournament rules and guidelines. I agree to have the watercraft inspected at any time by a designated PBC High School Tournament Trail Tournament Director for any and all tournaments. I further agree to provide a minimum of \$300,000 of liability insurance on this same watercraft as determined by PBC Tournament Trails, LLC. and or any other high school fishing governing authority. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND THE ATTACHED RULES. I FULLY UNDERSTAND THE TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, AND SIGN IT FREELY AND VOLUNTARILY.

**PUBLICITY:** In consideration for permission to voluntarily participate in the tournaments, events, programs, and related activities conducted by PBC Tournament Trails, LLC, I ("Participant") hereby grant to PBC Tournament Trails, LLC, their assignees and/or licenses (collectively "Sponsors" including television production companies contracted by PBC TOURNAMENT TRAILS, LLC., the unconditional right to use my name, voice, photographic likeness, biographical information, fishing tips and/or instructions in any medium whatsoever, including but not limited to video/audio productions, merchandising, promotions, articles, and/or press releases, in connection with PBC TOURNAMENT TRAILS, LLC. tournaments, events, programs and related activities conducted by PBC TOURNAMENT TRAILS, LLC. without restriction as to changes or alterations from time to time. I understand that I will not be entitled to receive any royalties or other compensation in connection with such use. If Participant wins any event, the Participant's name, likeness and biographical information may be used in connection with advertising and promotion. The Participant specifically consents and agrees to such use without restriction as to changes or alterations from time to time, and further understands and agrees that any use will be without payment of any royalties or any additional compensation to Participant.

The Participant signifies by his/her signature below that he or she has read and understands the foregoing provisions.

\_\_\_\_\_  
BOAT CAPTAIN SIGNATURE

\_\_\_\_\_  
AGE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT BOAT CAPTAIN NAME HERE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
EMERGENCY PHONE# (S)