

2020 Casting in Pink Bass Teammate Waiver

For consideration of participation in the Casting in Pink Bass Tournament event to be held on October 31, 2020, I waive and release United in Pink, Inc and Berry's Tournament Trails, their directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors (collectively, the "Releasees"), from any and all claims, liabilities, or cause of actions arising out of an injury to me (or my child) and from any and all claims, liabilities, or cause of actions arising from my (or my child's) participation or attendance in this event.

Inherent and Potential Risks: I understand that the Fishing Tournament involves strenuous physical activity associated with fishing. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Fishing Tournament relating to the risk of strenuous physical activity. I acknowledge that I may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume risks from contact with other participants, negligent or wanton acts of other participants, failure of other participants and on participants from observing the guidelines of the Fishing Tournament, any defects of conditions of premises (including high or low water levels and rough waters), and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in the Fishing Tournament; and dressing in conjunction with the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the Fishing Tournament.

Medical Evaluation: I attest that I (or my child) am medically and physically able to participate in the Fishing Tournament. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete the Fishing Tournament, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in the Fishing Tournament.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence emergency rescue operations.

Voluntary Participation: I am fully aware of the risks connected with participation in the Fishing Tournament, whether specifically listed in this Release or not, and I voluntarily elect to participate in the Fishing Tournament knowing that this participation involves these risks. I understand that my participation in the Fishing Tournament accompanies a minimum fundraising obligation for the benefit of United in Pink, Inc.

Assumption of Risk, Waiver of Liability, Release, and Covenant Not to Sue: In consideration for being permitted to participate in the Fishing Tournament, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in the Fishing Tournament.

2. TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in the Fishing Tournament including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Releasees.