

# 2021-2022 Alabama B.A.S.S Nation High School Waiver and Release

(Revised 8/1/2021)

**By signing the last page of this document, you release all parties involved of all liabilities during Alabama B.A.S.S. Nation High School and Junior/Youth tournaments.**

**Please read the following and sign in the designated area(s) on the last page.**

*ALL MEMBERS AND VOLUNTEERS MUST SIGN THE FOLLOWING WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE*

As a condition of my being permitted to be a member of, or participate as a volunteer, in the Alabama B.A.S.S. Nation High School Tournament Trail, an opportunity available to youth in a limited age range, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, I agree to the following:

### **Name and Likeness Release**

I hereby grant permission to, the Alabama B.A.S.S. Nation (ABN), Inc., B.A.S.S., LLC, its parent companies, its subsidiaries and subsidiaries of its parent and their affiliates, their successors, licensees and assigns (the "Distributors") to utilize my appearance, performance, name, voice and likeness in connection with the Club itself and any productions incorporating or based on events or activities of the Club, in connection with publicity for the Club or its activities, and in connection with the promotion of B.A.S.S., LLC and any tournaments or other events or activities staged by the Club, or B.A.S.S., LLC in any and all manner and media throughout the universe in perpetuity. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party.

### **Physical Condition**

I am physically fit to participate as a member of a Club, or as a volunteer, in the ABN High School Tournament Trail events and activities, and have not been advised otherwise by a medical practitioner.

### **Equipment and Facilities Inspection**

I agree that before I participate as a member in the ABN High School Tournament Trail or as a volunteer, in events and activities, I will inspect the related facilities and equipment. I will immediately advise the Youth Director or Tournament Director of any unsafe condition that I observe. I will refuse to participate in any event or activities until all unsafe conditions observed by me have been remedied.

### **Assumption of Risk**

I understand that I, and each participant in the events and activities of the, ABN High School Tournament Trail may be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and may also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence, fault, omission and failure to act of myself and others (including but not limited to, the Alabama B.A.S.S. Nation, Inc., and other participants in, and the sponsors, advisors, organizers and volunteers of the event and from the rules of play, the challenges of the event and activities of the event and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Alabama B.A.S.S. Nation, Inc., advisors, sponsors, organizers, and other volunteers, and may not be foreseen or reasonably foreseeable by any of them or us at this time or at the time of the ABN High School Tournament Trail.

I assume all of the foregoing risks including the risk of any negligence by other participants, advisors, organizers, sponsors or volunteers of the event, and their respective owners, directors, officers, employees or agents, and the risk of injury caused by the condition of any property, facilities or equipment used during the events or activities and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the event, and activities or my participation therein or attendance thereat. This agreement will include travel to and from the Lake to a remote weigh-in site.

### **Liability Release and Indemnity Agreement**

I hereby release and forever discharge and agree to save and hold harmless the Alabama B.A.S.S. Nation, Inc., B.A.S.S., LLC and its respective parents and their subsidiaries, subsidiaries of its parents and their affiliates, advisors, and other volunteers associated or affiliated with the event or activities, the owners, lessors and lessees of the property, facilities and equipment used in connection with the event, and activities of the Tournament,

including without limitation the respective organizers, directors, officers, employees and agents of all of them, and the other participants in the event or activities (each such entity or individual being referred to as a "Released Party") of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness, losses, damages, claims, liabilities or expenses (including attorneys' fees) of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by my action, negligence, fault, omission, failure to act, or by my breach or alleged breach of this Waiver and Release, or by the condition of the property, facilities or equipment of any Released Party or that arise out of or in connection with the event or my participation therein or attendance thereat.

**Medical Treatment**

In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf, or if parent or legal guardian is not present. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so, or if my parent or guardian is not present.

**Severability of Provisions**

I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by Alabama law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

I HAVE READ AND HAVE UNDERSTOOD THIS WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE. I UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS WAIVER AND RELEASE.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Team Name: \_\_\_\_\_

Please check one:  Angler  Boat Captain  Observer  Staff/Volunteer

Please check one (if applicable):  High School  Junior

**IF THE PERSON EXECUTING THE FOREGOING RELEASE IS A MINOR, THE FOLLOWING SECTION MUST BE COMPLETED:**

I represent that I am a parent or legal guardian of the minor who has signed the above **Waiver and Release**, and I hereby consent to the terms of the above Waiver and Release, I and agree that we both shall be bound thereby.

**(Fill out below information completely)**

Parent or Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

Home Telephone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Reminders: Waivers are ANNUAL.** Each angler, boat captain and observer completes it once during tournament season.

**Ways to turn in completed waivers** (Make sure everything is completed/signed including parents signatures if required):

- **Scanning/Emailing is preferred.** Scan to the appropriate division where your team registered, see below:  
**TIGER DIVISION** abnhstiger@gmail.com  
**TIDE DIVISION** abnhstide@gmail.com
- /or/ Mail to:  
Alabama B.A.S.S. Nation High School, P O Box 3084, Auburn, AL 36831