



2019 Upstate Anglers Agreement Form



Angler #1

Angler #2

First Name: _____
Last Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone #: _____
Email: _____

First Name: _____
Last Name: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone #: _____
Email: _____

I have read the tournament rules published on the website: www.upstateanglers.com, understand them and agree to be bound by such rules

x _____ Date Signed: _____ x _____ Date Signed: _____

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, PUBLICITY WAIVER and INDEMNITY AGREEMENT

IN CONSIDERATION of being permitted to participate in any way in the fishing activities, including fishing tournaments, of the Upstate Anglers, including but not limited to fishing tournaments conducted in affiliation with or under the authority of B.A.S.S. (the "Activities"), I, for myself for personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, AGREE, AND REPRESENT that I understand the nature of the Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities and I have not been otherwise informed by a physician that I am incapable of participation in any sport fishing or activities related to sport fishing. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activities.

2. FULLY UNDERSTAND THAT:

- a) Sport fishing is physical and can require considerable walking, running, starting, stopping and physical exertion, in heat and humidity, and could potentially lead to injuries including, but not limited to, overheating dehydration, limb injuries and possible permanent disability, paralysis and death (the "Risks").
b) The Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW.
c) There may be other risk and social and economic losses, either not known to me or not readily foreseeable at this time.
d) Each participant in the Activities is responsible for conducting him/herself safely and at a level consistent with his/her skill.
e) Upstate Anglers does not carry participant medical insurance, nor provide event security, and each participant must maintain adequate health insurance to cover any injuries occurring as a result of participation in the Activities.

3. FURTHER:

- a) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activities.
b) I understand, acknowledge, and accept that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement is intended to be as broad and inclusive as permitted by the laws of the State of New York and agree that if any portion hereof is invalid, the remainder will continue in full legal force and effect.
c) I agree that this agreement is made under and shall be interpreted pursuant to the substantive law of the state of New York, without reference to its principles of conflicts of laws. I further agree that any legal proceedings related hereto shall take place in the City of Rochester, state of New York in the courts of general jurisdiction of the State of New York, or the United States District Court for the Western District of New York located in Rochester New York.

4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE OR HOLD LIABLE Upstate Anglers, B.A.S.S., and each of their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activities take place, except as prohibited by applicable statutes and laws (each considered one of the "Releasees" herein) FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

5. HEREBY WAIVE MY RIGHTS OF PRIVACY OR PUBLICITY with regard to the Activities in which I participate or appear, and consent to Upstate Anglers, B.A.S.S. (and their respective parents, affiliated and subsidiary companies, and those acting under their permission or upon their authority), copywriting, distributing, televising, publishing and using in anyway the audio and visual portions of any television videotape, film, photographs and pictures of me or of interviews, scenes or other sequences in which I may be included, and any reproduction thereof anywhere at any time through any medium or media for advertising, promotion, trade, television programming or other lawful purpose whatsoever; and I shall not be entitled to receive any royalties or other compensation in connection with such use.

6. HEREBY ACKNOWLEDGE AND AGREE that Upstate Anglers, B.A.S.S. (and their respective parents, affiliated and subsidiary companies, and those acting under their permission or upon their authority) shall have the right to use my personal information to contact me with communications and other advertisements, and may provide such information to any sponsor of Upstate Anglers, B.A.S.S. (or their respective parents and affiliated and subsidiary companies), any of which sponsors may contact me with communications and other advertisements.

I HAVE READ THIS AGREEMENT AND THE TOURNAMENT RULES PUBLISHED BY UPSTATE ANGLERS ON ITS WEBSITE, FULLY UNDERSTAND THE RULES AND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THERE ARE ANY QUESTIONS RAISED BY UPSTATE ANGLERS, OR ITS DESIGNATED REPRESENTATIVES, AS TO MY VERACITY IN RESPECT TO MY PARTICIPATION IN ANY ACTIVITY, I WILL VOLUNTEER TO SUBMIT TO A POLYGRAPH EXAMINATION AND UNDERSTAND THAT FAILURE TO PASS THE EXAMINATION WILL RESULT IN DISQUALIFICATION FROM SUCH ACTIVITY AND POTENTIALLY FROM ANY FUTURE ACTIVITIES AT ITS DISCRETION AS PROVIDED BY THE RULES OF UPSTATE ANGLERS.

Participant's Name: _____ (Please Print)

Participant's Name: _____ (Please Print)

x _____ Age: _____ Date Signed: _____

x _____ Age: _____ Date Signed: _____

PARTICIPANT'S SIGNATURE

PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

Participant's Name: _____ (Please Print) Age: _____

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees set forth above, and, for myself, my child and our heirs, assigns, and next of kin, I and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELE to the fullest extent permitted by law.

x _____ Date Signed: _____ PARENT/GUARDIAN'S SIGNATURE (print name)

Witness: _____ Date signed: _____

