

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration for receiving permission, and privilege to participate in tournaments, work details, and events arranged by Hot Springs Village Anglers Club, the undersigned, for themselves, and for their respective heirs, personal representatives and assigns, agree as follows:

**Assumption of Risk:** I hereby acknowledge and agree that I understand the risks and hazards connected to fishing tournaments, events, and work details, and I am fully aware that there may be risks, and hazards unknown to me connected to tournaments, being on premises where activities such as these are held, events and work details; and that, except as expressly set forth herein, I knowingly and voluntarily accept, and assume responsibility for, each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during my participation in tournaments, events and work details.

**Release and Waiver:** I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Hot Springs Village Anglers Club, it's officers, boaters, servants, agents, sponsors, or co-participants,(hereinafter referred to as Releasees) from any liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death that may be sustained by me or to any property belonging to me, whether caused by the negligence of the Releasees, equipment, or otherwise while participating in tournaments, events, or work details being conducted, or in transit to tournaments, events, or work details being conducted, except for those caused by the intentional torts of the above parties, as applicable.

I further RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE any boat owner that I may have agreed to fish with as a co-angler from any liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage, or injury, including death that may be sustained by me or to any property belonging to me, whether caused by the negligence of any party, equipment, or otherwise, while participating in tournaments, events, or work details being conducted, or in transit to tournaments, events, or work details being conducted, except for those caused by the intentional torts of the above parties, as applicable.

**Indemnification and Hold Harmless:** The undersigned also hereby agree to INDEMNIFY, DEFEND AND HOLD the Releasees and boat owners that I have agreed to fish with as a co-angler HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including but not limited to, attorney's fees, arising from, or in any way related to, my participation in any tournaments, events, or work details, except for those caused by the intentional torts of the above parties, as applicable.

**Severability:** The undersigned expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Arkansas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have been advised by Hot Springs Village Anglers Club, and have had the opportunity to seek legal counsel with respect to the legal effect of this document. The undersigned has read this assumption of risk, release and waiver of liability and indemnity agreement, and have had the opportunity to ask questions about the same. The undersigned fully understands this assumption of risk, release and waiver of liability and indemnity agreement, and that the undersigned is giving up substantial rights in connection therewith, and that its terms are contractual, and not a mere recital. The undersigned acknowledge that they are signing this agreement freely and voluntarily.

Printed name of Participant \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date