



## **BONFIRE BEACH BASH & TOURNAMENT RELEASE FORM**

### **FISHING, BOATING & WATERSPORTS RELEASE Tournament Registration and Assumption of Risk and Complete Release of Liability**

OLD BAHAMA BAY RESORT & MARINA, ISLAND VENTURES RESORT & CLUB LTD, GUY HARVEY OUTPOST LTD., GUY HARVEY INC., WATERMARK MANAGEMENT LLC., NEAL WATSON, INC, USA TRAVEL NETWORK INC., AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, OTHER ASSOCIATED PERSONNEL, AND ITS BOATS (WHETHER OWNED, OPERATED, LEASED OR CHARTERED, INCLUDING ANY THIRD PARTY CHARTER BOAT, CHARTER BOAT CREW, CHARTER BOAT PASSENGERS OR FISHING GUIDES OPERATING FROM OR AT THE OLD BAHAMA BAY RESORT & MARINA, HEREINAFTER COLLECTIVELY REFERRED TO AS "OPERATOR", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE:

1. I HAVE READ AND UNDERSTAND THE OUTPOST BONFIRE TOURNAMENT (the "EVENT") RULES & GUIDELINES AND AGREE TO BE BOUND BY SAME.
2. I UNDERSTAND THAT THERE ARE RISKS INVOLVED WITH THE EVENT, OFFSHORE AND FLATS FISHING, BOATING EXCURSIONS OF ANY TYPE AND WATERSPORTS, including but not limited to equipment failure, perils of the sea, harm caused by marine creatures (including bites), acts of fellow participants, boarding or disembarking boats, and activities on the docks and I HEREBY ASSUME SUCH RISKS.
3. I UNDERSTAND THAT I HAVE A DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.
4. I fully understand that the involved boat or waterborne vehicle has limited medical facilities and that in the event of illness or injury appropriate medical care must be summoned by radio and treatment will be delayed until I can be transported to a proper medical facility. I agree in advance to these conditions.

5. OPERATOR has made no representations to me implied or otherwise that it can or will perform safe rescues or render first aid. In the event I show signs of distress or call for aid I would like assistance and will not hold OPERATOR responsible for their actions in attempting the performance of rescue or first aid.

6. I assert that I am physically fit to ride on a boat or other waterborne vehicle and I will not hold OPERATOR responsible if I am injured as a result of ANY problems (medical, accidental or otherwise) which occur while fishing, riding on any boat or waterborne vessel, or otherwise participating in any fishing, boating, or watersports activity.

7. I grant to Operator and any sponsor of the Event the right to use without payment or restrictions any photographs or video in which I appears with or without my name and for any lawful purpose, including such purposes as publicity, illustration, advertising, and Web content. I waive any right that I may have to inspect and/or approve the finished product and printed/electronic matter that may be used in connection therewith, or the use to which it may be applied.

**8. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE OPERATOR AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH FISHING AND BOATING ACTIVITIES INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.**

9. I have carefully read this contract in its entirety, fully understand its content, and agree to the terms and conditions of this contract on behalf of myself, my heirs and my personal representatives. This document constitutes the final and entire agreement between OPERATOR and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activities listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND LEGALLY BINDING CONTRACT.

I have read this agreement, am aware that it is a release of liability and a contract between myself and OPERATOR. I sign it of my own free will and agree to be bound by it, from the date of my signature, forever into the future.

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

\_\_\_\_\_  
Print Signature

\_\_\_\_\_  
Date ( Day, Month, year)

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

City: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_  Home  Work  Cell

Email: \_\_\_\_\_

Age: \_\_\_\_\_

**ADDENDUM FOR MINORS**

IN CONSIDERATION OF THE MINOR CHILDREN LISTED BELOW being permitted by OPERATOR to participate in activities and use equipment and facilities, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS the OPERATOR FROM ANY AND ALL CLAIMS which are brought by, or on behalf of the Minor(s), myself, all heirs, assigns, and next of kin, and which are in any way connected with the participation of the child or children listed below in the OPERATOR's activity, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELESEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

By my signature below, I confirm that I am the parent or legal guardian of the listed child or children who will participate in the COMPANY's activity. I sign with complete understanding of its provisions.

PLEASE PRINT THE NAMES OF ALL MINOR CHILDREN PARTICIPANTS BELOW:

- |  |  |  |
|--|--|--|
| 1. _____<br>First / Last Name<br><br>_____<br>Print Name | 2. _____<br>First / Last Name<br><br>_____<br>Print Name | 3. _____<br>First / Last Name<br><br>_____<br>Print Name |
| 4. _____<br>First / Last Name<br><br>_____<br>Print Name | 5. _____<br>First / Last Name<br><br>_____<br>Print Name | 6. _____<br>First / Last Name<br><br>_____<br>Print Name |

Parent/Guardian Signature

\_\_\_\_\_  
Parent/Guardian Print

\_\_\_\_\_  
Date ( day, month, year)