

## **Ontario Kayak Bass Trail 2021 Liability Release Form**

This Agreement is effective between, The Ontario Kayak Bass Trail Tournament Directors, Staff, all of the Sponsors, and the Participant below.

The Participant of Ontario Kayak Bass Trail Tournament Directors, Staff, all the Sponsors agrees to the following provisions:

1. The Participant agrees to faithfully and diligently follow the instructions and advice and cooperate at all times with The Ontario Kayak Bass Trail Tournament Directors, and Staff.
2. The Participant agrees to fully and completely release The Ontario Kayak Bass Trail Tournament Directors, and Staff from any and all liability arising out of any relationship with The Ontario Kayak Bass Trail Tournament Directors, and Staff.
3. The Participant expressly agrees that The Ontario Kayak Bass Trail Tournament Directors, and Staff, shall not be liable for any damages arising from personal injuries or otherwise sustained by the Participant or any guest in, on, or about any of the tournament location premises. By the execution of this Agreement the Participant accepts full responsibility for any such injuries or damages which may occur to the Participant or guest in the Participant's involvement with The Ontario Kayak Bass Trail Tournament Directors, and Staff, and further agrees that the Participant shall not be liable for any loss, damage or theft of any personal property.
4. The Participant assumes full responsibility for any injuries, damages or losses which may occur to Participant or guest in, on or about the premises of Tournament Locations, and does hereby fully and forever release and discharge The Ontario Kayak Bass Trail Tournament Directors, and Staff.
5. The Participant agrees to defend, indemnify, and hold The Ontario Kayak Bass Trail Tournament Directors, and Staff harmless for any and all damages, charges, loss, and expenses (including reasonable attorney fees and costs) for any claim arising out of any circumstance with the Participant's involvement with The Ontario Kayak Bass Trail Tournament Directors, and Staff.
6. The Participant agrees that this release is clear and unambiguous and fairly and knowingly made by the Participant.
7. The Participant agrees that he or she is of sound mind, at least 18 years of age, and that The Ontario Kayak Bass Trail Tournament Directors, and Staff has not misrepresented the nature of this Agreement.
8. The Participant agrees that this Agreement with The Ontario Kayak Bass Trail Tournament Directors, and Staff regarding the release, waiver, indemnification and hold harmless of The Ontario Kayak Bass Trail Tournament Directors, and Staff' liability shall not be modified without the express written consent of both parties.

9. The Participant agrees that if any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

11. The Participant will be responsible for attaining a legal PFD, and agrees to wear such PFD for the duration of the event while on the water.

All participants consent that The Ontario Kayak Bass Trail Tournament Directors, and Staff may use, without payment, restriction or permission any photographs, videos and other information taken by The Ontario Kayak Bass Trail Tournament Directors, and/or Staff, where the participant may appear or be named for any purpose including, but not limited to, print and electronic distribution with a privacy policy of never sharing information with any third parties or other partners.

**Please note: Your registration indicates your acceptance of the Liability Release Form. Anglers under the age of 18 must download the "2021 Liability Release Form and submit the form, signed by a Parent/Guardian, prior to the start of the tournament.**

**FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)**

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, and, for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above to the fullest extent permitted by law.

Dated: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_