

King of the Beach Fishing Tournament

Liability Waiver

PLEASE READ CAREFULLY AND SIGN: I, INDIVIDUALLY AND AS THE VESSEL'S MASTER (IF, INDEED, I AM THE VESSEL'S MASTER), MY BOAT'S MASTER (IF OTHER THAN BOAT'S OWNER OR OPERATOR), MY TEAM, THE BOAT'S CREW AND GUESTS ABOARD AGREE AND UNDERSTAND THAT THE OLD SALT FISHING FOUNDATION , ITS PARENT ORGANIZATION/FIRM OR ANY ORGANIZATION/FIRM ASSOCIATED WITH THE OLD SALT FISHING FOUNDATION (**OSFF**) SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INJURIES OR DAMAGES TO PERSON(S), BE THEY PHYSICAL INJURIES OR OTHERWISE. LIKEWISE, INJURIES OR DAMAGES TO PROPERTY, ARISING OUT OF, RESULTING FROM OR IN ANY WAY CONNECTED with my/our/my crew's participation in any tournament whether caused by or contributed to by any negligent act or negligent omission of the OSFF or by any other reason or cause whatsoever. In consideration of the acceptance of me, my team and my crew's entry and for other good representatives, successors, assigns, the parent organization/firm or any firm/organization that the OSFF is part of or a division of, its/their directors, officers, employees and agents are absolved of and from all claims, suits, obligations, liabilities, losses, damages, costs or expenses which our master, crew, owner(s), operator(s), team or guests aboard or their heirs, executors, administrators, legal representatives successors and/or assigns may have against OSFF arising out of, resulting from, or in any way connected with my/our participation in any tournament. We understand that this release includes any claims based upon any negligent act or negligent omissions of the OSFF. To the fullest extent permitted by law, individually and as the vessel's master (if, indeed, I am the vessel's master), the boat's master (if other than the boat's owner or operator), my team and the vessel's crew and guests aboard hereby agree to indemnify, to defend with counsel acceptable to the OSFF and to hold the OSFF and its heirs, executors, administrators, legal representatives, successors, assigns, parent firm/organization or any

firm/organization that the OSFF is part of or a division of, its/their directors, officers, employees and agents harmless from and against any and all claims, suits, obligations, liabilities, losses, damages, costs or expenses including but not limited to reasonable attorney fees suffered by the OSFF by any other person or persons whatsoever (including anyone for whose acts the OSFF may be liable), regardless of whether it is caused by or in party with a party, indemnifies and held harmless hereunder, arising out of, resulting from , or in anyway connected with my/our participation in any tournament. All boats, owners, operators, master, crews, guests and anglers will operate their vessels and/or fish at their own discretion and solely at their own risk. Any weather information posted or announced by the OSFF will be for information purposes only. It is agreed that the OSFF will not be liable for such weather information posting or announcements or the omission of such posting or announcements. The Old Salt Fishing Foundation, its principals, and its affiliates are released from all liability and damages whatsoever which may occur by virtue of competing in said tournament. I further understand that the decision to fish and participate in the tournament is the sole responsibility of the captain/master. In consideration of the tournament accepting this registration, the registrant hereby authorizes the tournament to use the registrant's name and/or likeness, as well as that of all crew members, free of consideration, for promotion and advertising purposes in any media form and reproduction, including but not limited to, radio, television, newspaper, brochure and video. This agreement shall take effect as an instrument under seal and be binding upon and inure to the benefit of me (individually and as master of the vessel if indeed I am the master of the boat), my boat's master (if different that the owner or operator of the vessel), my team, the boat's crew and guests aboard, as well as their heirs, executors, administrators, successors and assigns of each. PARTICIPANTS IN TOURNAMENTS ARE ADVISED TO BOAT WITH INSURANCE COVERING THEIR PASSENGERS AND THEIR VESSELS.