



# FOREST CITY BASSMASTERS

## WAIVER OF LIABILITY

FIRST NAME \_\_\_\_\_ M.I. \_\_\_\_\_ LAST NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ PROVINCE \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

HOME PHONE: (\_\_\_\_) \_\_\_\_\_ CELL. PHONE: (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Date of Birth: (YYYY/MM/DD) \_\_\_\_\_

EMERGENCY CONTACT: Name \_\_\_\_\_ Tel. #: \_\_\_\_\_

BOATER STATUS: Boater: \_\_\_\_\_ Non-Boater \_\_\_\_\_ Brand of Boat: \_\_\_\_\_

Length: \_\_\_\_\_ Brand of Engine: \_\_\_\_\_ Horse Power: \_\_\_\_\_

## **BOATER INSURANCE: ALL BOATERS MUST MAINTAIN \$1,000,000 OF BOATING LIABILITY INSURANCE.**

**A. LIABILITY RELEASE.** In signing this application, I hereby release the Forest City Bassmasters, its officers, agents, and sponsors from all damages, claims, demands, costs or expenses relating to injury of any persons or any property which I may sustain or which I may cause by reason of participating in or in connection with this club. I understand that by participating in this club and its events/functions, that I may cause or sustain injury including but not limited to: loss of life, loss of limbs, paralysis, coma, loss of mental functions, loss of sight, loss of speech/smell, dehydration, exposure, hypothermia, frostbite, sun stroke and all other injuries that may be caused in a boating accident and/or exposure to the elements. I further release Forest City Bassmasters for all damages relating to adverse weather conditions while participating in its events/functions. It is my responsibility to seek safety should adverse and/or unforeseen weather conditions occur prior to, during or after and event of this club.

**B. COVENANT NOT TO SUE AND WAIVER OF SUBROGATION.** I further agree that I will never sue Forest City Bassmasters for damages on account of any injury, death, or damage I suffer or cause whether known now or which may develop in the future. In the event Forest City Bassmasters are sued because of my actions, I expressly agree to indemnify and hold Forest City Bassmasters harmless from any liability whatsoever, including court costs and attorney's fee, arising with respect to such actions. I understand that in waiving my rights to sue Forest City Bassmasters I am also waiving the rights of recovery from Forest City Bassmasters of my insurance carrier for any claims they may pay on my behalf.

**C. VERIFICATION OF LIABILITY INSURANCE.** I maintain a minimum of \$1,000,000 liability insurance on the boat I will use in this club.

**D. LIKENESS/PHOTO RELEASE:** In consideration for permission to participate in this club, I hereby grant to Forest City Bassmasters, its assignees and/or sponsors, the conditional right to

use my name, voice, photographic likeness, biographical information, fishing tips and/or instructions in any medium whatsoever, including but not limited to video/audio productions, merchandising, promotions, articles, and/or press releases, in connection with Forest City Bassmasters, without restriction as to changes or alterations from time to time. I understand that I will not be entitled to receive any royalties or other compensation in connection with such use.

**E. I SIGNIFY** by my signature that I have read the bylaws and this liability release and agree to abide by all rules, regulations, releases, and officers of this club's decisions. I further understand and agree that the club membership reserves the right to reject my application and/or renewal for any reason. I am currently a member in good standing of the Bass Anglers Sportsman Society.

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Date

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Signature

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Name (Please Print)

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Signature of Parent 1 for Participants

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Name (Please Print)

Under the age of 18 years

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Signature of Parent 2 for Participants

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Name (Please Print)

Under the age of 18 years

(Note: If available please have both parents sign)