

TOURNAMENT PARTICIPATION AGREEMENT FOR SANTEE BIG CAT BRAWL

I, _____ (Print Name), in consideration of me being allowed to participate in any way in the SANTEE BIG CAT BRAWL fishing tournament and accompanying festivities ("Event"), agree and acknowledge:

1) **Liability Release:** On behalf of myself and my heirs, successors, servants, assigns, executors, administrators, guardians, and conservators, I HEREBY RELEASE, DISCHARGE, CANCEL, WAIVE, COVENANT NOT TO SUE, ACQUIT, AND HOLD HARMLESS BLACK'S CAMP & SANTEE BIG CAT BRAWL and its tournament directors, partners, employees, consultants, principals, agents, servants, heirs, administrators, shareholders, successors, directors, officers, representatives, attorneys, and assigns (collectively for purposes of this form known as BLACK'S CAMP/SANTEE BIG CAT BRAWL) as well as any governmental entity where the event is held, and agree to hold them free and harmless for, from, and against any and all claims, judgments, appeals, rights, demands, costs, expenses, liabilities, obligations, actions, and causes of actions of any character or form whatsoever, whether known or unknown, suspected or unsuspected, arising from their negligence or otherwise, including, but not limited to, all liabilities for personal injury, property damage, or wrongful death caused by such negligence or otherwise resulting from participation in the event listed above (the "Claims").

2) **Rules:** I have read, understand, acknowledge, and agree to abide by all rules set forth by BLACK'S CAMP/SANTEE BIG CAT BRAWL. I understand that should I be found in violation of any tournament rule, it may result in a penalty, event disqualification, and forfeiture of any prizes earned at the event in which I participated.

3) **Indemnification:** I also agree to indemnify and defend BLACK'S CAMP/SANTEE BIG CAT BRAWL against the claims, and other damages, costs and expenses, including reasonable attorney's fees, resulting from any claim made by me or my agents or successors-in-interest. I understand and agree that under this provision, BLACK'S CAMP/SANTEE BIG CAT BRAWL will be indemnified by me whether BLACK'S CAMP/SANTEE BIG CAT BRAWL's potential liability for claims has risen as a result of BLACK'S CAMP/SANTEE BIG CAT BRAWL's negligence alone or of co-negligence with me, or the negligence of others, with respect to all claims.

4) **Assumption of Risk:** I acknowledge that this Event involves certain risks and hazards, including the risk of accidental injury or death, or loss or damage to property, resulting from wild animals, inclement weather, accidents, equipment malfunctions, collisions, falls, drowning, equipment and gear, related injuries or other causes known or unknown to BLACK'S CAMP/SANTEE BIG CAT BRAWL.

5) **Good Health & Expertise:** I attest and verify that I am physically fit, am enjoying good health, and have sufficient expertise and stamina for participation in this Event. I understand that fishing and hunting are physically strenuous activities and that I will be exerting myself during this Event, and that if injured as a result of heart attack, panic, hyperventilation, or any other physical malady, etc., that I expressly assume the risk of said injury.

6) **Promotion:** I grant BLACK'S CAMP/SANTEE BIG CAT BRAWL, its representatives, partners, and tournament directors the right to take photographs of me. I authorize BLACK'S CAMP/SANTEE BIG CAT BRAWL, its assigns and transferees to use such photographs, with or without names, for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content, and to copyright, use, and publish the same in print and/or electronically. I understand that I will not be entitled to receive any royalties or other compensation in connection with such use.

*I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO ALL CONDITIONS AND TERMS SET FORTH IN THIS AGREEMENT. **I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A LEGALLY BINDING AND ENFORCEABLE CONTRACT. I SIGN OF MY OWN FREE WILL** and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this agreement is valid for the entire duration of the tournament.*

Signature: _____ Date: _____

FOR PARENT OR GUARDIAN OF A MINOR CHILD (UNDER 18 YEARS OF AGE)

I, _____ (Print Name) as parent or legal guardian of _____ (Minor's Name), hereby give my permission for my child or ward to participate in the above event, and further agree, individually and on behalf of my child and ward, to the terms of the above.

Signature: _____ Date: _____