San Diego Anglers

GENERAL RELEASE & INDEMNITY AGREEMENT

SINCE ALL BOATING AND BOAT LAUNCHING CAN BE DANGEROUS, ESPECIALLY WHEN CONDUCTED ON BAY OR OCEAN WATERS, WE REQUIRE THAT ALL SAN DIEGO ANGLER CLUB EVENT/TOURNAMENT PARTICIPANTS ACKNOWLEDGE AND ASSUME CERTAIN RISKS AND RESPONSIBILITIES BY SIGNING THIS.

Ocean or bay boating, boat launching, and fishing are dangerous. Parties engaging in such activities should recognize the possibility of harm, injury and even death. Unfortunately, boating accidents are all too common. Boats collide with one another and with stationary objects such as submerged rocks, pilings, buoys and other obstructions.

San Diego Bay and the Pacific Ocean have submerged obstructions, which are not visible. Even those of you who are familiar with the bay and ocean may find, because of tidal action, currents, and other factors, new or unknown obstructions have become hazardous since your last visit to the bay or ocean. In addition, there are other hazards to which you subject yourself by participating in a **2011 SAN DIEGO ANGLERS CLUB SPONSORED EVENT OR TOURNAMENT**, including but not limited to, private and commercial boat traffic and the possibility that other participants in an event or tournament may not act with appropriate care and may cause you property damage and/or bodily harm.

For your protection, we have prohibited the possession or use of alcohol or drugs in any form, but we cannot guarantee that all contestants will abide by the rules of the event or tournament in that respect.

This **WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND IDEMNITY AGREEMENT** covers all 2011 San Diego Anglers fishing tournaments, functions, social events, fishing charters, and any and all other San Diego Anglers club sponsored events.

I, THE UNDERSIGNED, on behalf of myself, my personal representatives, assigns, heirs and next of kin, in consideration of permission granted by the San Diego Anglers, a California non-profit corporation, to attend, compete, officiate, observe, work for, volunteer, or participate in any way in a 2011 SAN DIEGO ANGLERS CLUB SPONSORED EVENT(S), which includes boating, boat launching, and fishing:

1. **I AGREE** to release, discharge, hold harmless, defend, and indemnify, the San Diego Anglers, its officers, directors, employees, volunteers, agents, consultants and/or members, hereinafter referred to as "RELEASEES", from any and all claims, actions, or losses, that may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability bodily injury, property damage, wrongful death, loss of services, or otherwise, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, which may arise out my participation in a Club sponsored event or tournament while I am in route to a club sponsored event or tournament, fishing or boating during a club sponsored event or tournament, participating in activities after a club sponsored event or tournament, and/or returning to an end destination following a club sponsored event or tournament conclusion. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, weather, location, and water levels, risks of falling out of or drowning while in a boat, canoe/kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in an outdoor or recreational environment; and by my participation in these activities and for use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct by the San Diego Anglers and its RELEASEES, or by any other person. I further covenant and agree not to sue or make any claim against RELEASEES and hereby specifically waive the right to pursue any claim or action against RELEASEES which is related in any way to my participation in an club sponsored event or tournament.

2. **I WARRANT** the following statements are true and correct and understand the RELEASEES have relied on them in entering into this WAVIER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND INDEMNITY AGREEMENT and in giving me permission to participate in a 2011 SAN DIEGO ANGLERS CLUB SPONSORED EVENT OR TOURNAMENT:

   a. No oral representations, statements or inducements have been made apart from the written language contained in this agreement.

   b. **I AM FULLY AWARE** of risks and hazards inherent in attending and participating in a San Diego Anglers sponsored event or tournament and the boating, boat launching and fishing to take place in conjunction therewith. I hereby elect voluntarily to attend said club sponsored event or tournament and participate, knowing that such participation may become hazardous. I voluntarily assume the full risk and responsibility for any and all loss, damage, injury or death that may be sustained by me, or caused by me to others, while attending such club sponsored event or tournament, preparing to attend such club sponsored event or tournament, and/or departing from such club sponsored event or tournament.

   c. **I UNDERSTAND AND AGREE** that it is not the responsibility of San Diego Anglers or its RELEASEES to provide assistance in on-water repairs or rescues at any time. Each event or tournament participant shall provide their own on-the-water assistance if needed. San Diego Anglers and its RELEASEES are not responsible to assure that any participant has returned at the end of any club sponsored event or tournament.

GENERAL RELEASE & INDEMNITY AGREEMENT (continued)

d. **I ATTEST AND VERIFY** that I am physically fit, and, am enjoying good health and have sufficient expertise for participation in a San Diego Anglers club sponsored event or tournament.

e. **I UNDERSTAND AND ACKNOWLEDGE** that fishing, other outdoor recreational activities, events or tournaments that I participate in have inherent risks, dangers and hazards, and are physically strenuous activities, and that I will be exerting myself during any such event or tournament, and if injured as a result of my participation, I expressly assume all risk, expenses and liabilities incurred by myself for any such injury or illness.

f. **I UNDERSTAND** that that all boats that I may use while participating in a San Diego Anglers club sponsored event or tournament must meet all U.S. Coast Guard regulations and I must carry the proper boat insurance and that all participants are required to have the proper liability insurance.

g. **I GRANT** San Diego Anglers and its sponsors by participation in any San Diego Anglers club sponsored event or tournament the unlimited rights to use my name, likeness, and image in print, video, or electronic media form, photographs of fish caught, in promotional materials or any account, record or interview for promotional and advertising purposes and tournament and/or event coverage.

h. **I UNDERSTAND** that this waiver is intended to be as broad and inclusive as permitted by the laws of the state of California and agree that if any portion is held invalid, the remainder of the *General Release & Indemnity Agreement* will continue in full legal force and effect. I further affirm that the venue for any legal proceedings shall be in this California State.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS RELEASE AND INDEMNITY AGREEMENT. I AM SIGNING IT VOLUNTARILY, AND I UNDERSTAND THAT BY SIGNING IT I AM ASSSUMING SPECIFIC RESPONSIBILITIES AND AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Name: _____

Signature: _____

Date: _____

Name: _____

Signature of Parent: _____ *** if participant is under the age of 18**

Date: _____