**Central Jersey Kayak Bass Fishing Club**

**WAIVER AND RELEASE OF LIABILITY AGREEMENT**

**READ BEFORE REGISTERING FOR ANY CJKBFC COMPETITIVE EVENT**

In consideration of being allowed to participate in any way in Central Jersey Kayak Bass Fishing Club (“CJKBFC”) or Kayak Bass Fishing (“KBF”), LLC’s Event and its related competition and activities, I, the undersigned Participant/Registrant (Hereinafter “Releasor”), being at least 18 years of age, acknowledge, appreciate, and agree that:

1. Releasor affirms that my participation in any CJKBFC or KBF Event (Hereinafter “the Activity”) is voluntary and declare that I am physically fit and capable to participate in such; and

2. Releasor acknowledge that kayak fishing participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist (Hereinafter “Risks”). Releasor understand that these Risks may be caused in whole or in part by the Releasor’s own actions or inactions, the actions or inactions of others participating in the Activity, or the negligent acts or omissions of the Released Parties (“Releasees” as defined below). Releasor hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which may be incurred as a result of the Releasor’s participation in any Activity of CJKBFC and/or KBF.

3. **RELEASOR KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING SOLELY FROM THE NEGLIGENCE OF THE RELEASEES or others participating in the Activity, AND ASSUMES FULL AND SOLE RESPONSIBILITY FOR MY PARTICIPATION IN SAID ACTIVITY**; and,

4. Releasor willingly agree to comply with the stated and customary Terms and Conditions for Participation. If, however, Releasor observes any unusual significant hazard during my presence or participation, Relasor agrees to remove him/herself from participation and immediately bring such to the attention of CJKBFC or KBF Officers or Tournament Directors; and,

5. In full recognition and appreciation of the dangers and risks inherent in such activities, Releasor, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS Central Jersey Kayak Bass Fishing Club or KAYAK BASS FISHING, LLC and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, and, if applicable, owners and lessors of premises used for the activity (Hereinafter “Releasees”), from and against any and all loss, personal injury, disability, death or damage to person or property sustained by, liability or charges imposed on, and claims or causes of action asserted against Central Jersey Kayak Bass Fishing Club or KAYAK BASS FISHING, LLC and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), arising in whole or in part out of or by reason of (i) any accident or occurrence in or on the Premises used for the Activity, any use of or business or Activities conducted in or on the Premises, or any hidden or apparent defect in the Premises, whether arising from the negligence of the Releasees or the sole negligence of Central Jersey Kayak Bass Fishing Club or KAYAK BASS FISHING, LLC, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from my participation in any Activity at a KBF Event.

**I HEREBY WARRANT THAT I AM OF LEGAL AGE, THAT I HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS AND CONDITIONS, ACKNOWLEDGE THAT I WILL BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT (INCLUDING THE RIGHTS OF MY HEIRS AND NEXT OF KIN, AND ANY LEGAL AND PERSONAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS).**

**I HEREBY ACKNOWLEDGE THAT I HAVE SIGNED THIS AGREEMENT WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, AND INTEND FOR MY SIGNATURE TO SERVE AS CONFIRMATION OF MY COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT.**

**THIS AGREEMENT REPRESENTS THE COMPLETE UNDERSTANDING BETWEEN THE PARTIES REGARDING THESE ISSUES AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT.**

**IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.**

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Participant/Releasor Name (Print) Participant/Releasor Signature

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Date of Signing Participant/Releasor Age

(Note If Participant is under 18 years of age, do not use this form. Registrant and Adult Supervisor must use

Attachment B – Youth Registrants)