



The 1st Annual Jim Owens Memorial Bass Tournament ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING IN THE 2024 JIM OWENS MEMORIAL BASS TOURNAMENT and agree to hold the C.A.S.T. for Kids Foundation and Limit Out Performance Marine harmless in all matters, and release them of all liability, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in these events, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in these events.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity or event(s) in which I any participate, and that it will govern my actions and responsibilities at said events.

In consideration of my application and permitting me to participate in this these events, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

1. **I WAIVE, RELEASE, AND DISCHARGE** from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from these events, THE FOLLOWING ENTITIES OR PERSONS: C.A.S.T. for Kids Foundation, Limit Out Performance Marine, Inc, directors, officers, employees, volunteers, representatives, and agents, the activity or event holders, activity or event sponsors, activity or event volunteers;
2. **I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the C.A.S.T. for Kids Foundation and/or Limit Out Performance Marine from any and all liabilities or claims made as a result of participation in these events, whether caused by the negligence of release or otherwise.

I acknowledge that the C.A.S.T. for Kids Foundation and Limit Out Performance Marine, Inc, directors, officers, employees, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conduction as specific events or activities on behalf of the C.A.S.T. for Kids Foundation and Limit Out Performance Marine, Inc.

I acknowledge that these activities or events may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, and/or producers of the event, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during these activities or events.

I understand that at these events or related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY FORM BETWEEN C.A.S.T. FOR KIDS FOUNDATION, LIMIT OUT PERFORMANCE MARINE, INC AND ALL PARTIES INVOLVED AND I SIGN IT OF MY OWN FREE WILL.

Print Participant's Name Age Signature (if under 18 years old
Parent or guardian must also sign) Date

PARENT / GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name Age Signature of Parent or Guardian Date