



Kayak Angler Tournament Series 2018 **Liability Release Form**

This Agreement is effective between The Kayak Angler Tournament Series, Summit Sports, LLC & its Affiliates & Agents, and the Participant below. Defined "Agents" of Summit Sports, LLC in this document include but are not limited to the Kayak Angler Tournament Series Tournament Director, Staff, Volunteers, Representatives, and Employees.

The Participant of Kayak Angler Tournament Series agrees to the following provisions:

1. The Participant agrees to faithfully and diligently follow the instructions and advice and cooperate at all times with Summit Sports, LLC & its Affiliates & Agents and their employees and/or agents.
2. The Participant agrees to fully and completely release Summit Sports, LLC & its Affiliates & Agents from any and all liability arising out of any relationship with Summit Sports, LLC & its Affiliates & Agents.
3. The Participant expressly agrees that Summit Sports, LLC & its Affiliates & Agents shall not be liable for any damages arising from personal injuries or otherwise sustained by the Participant or any guest in, on, or about Summit Sports, LLC & its Affiliates & Agents premises or as a result of using Summit Sports, LLC & its Affiliates & Agents facilities, equipment and/or services therein. By the execution of this Agreement the Participant accepts full responsibility for any such injuries or damages which may occur to the Participant or guest in the Participant's involvement with Summit Sports, LLC & its Affiliates & Agents and further agrees that the Participant shall not be liable for any loss, damage or theft of any personal property.
4. The Participant assumes full responsibility for any injuries, damages or losses which may occur to Participant or guest in, on or about the premises of said Summit Sports, LLC, its Affiliates & Agents, or its Independent Tournament Locations and does hereby fully and forever release and discharge Summit Sports, LLC & its Affiliates & Agents and all associated Summit Sports, LLC & its Affiliates & Agents facilities, their owners, employees and agents from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out of the Participant's use or intended use of the services and equipment provided by Summit Sports, Inc.
5. The Participant agrees that Summit Sports, LLC, its Affiliates & Agents disclaims all warranties and representations of any kind, express or implied, including, without limitation, implied warranties of merchantability and fitness for a particular purpose.
6. The Participant agrees to defend, indemnify, and hold Summit Sports, LLC & its Affiliates & Agents harmless for any and all damages, charges, loss, and expenses (including reasonable attorney fees and costs) for any claim arising out of any circumstance with the Participant's involvement with Summit Sports, LLC & its Affiliates & Agents.
7. The Participant agrees that this release is clear and unambiguous and fairly and knowingly made by the Participant.
8. The Participant or Representative/Parent/Guardian agrees that he or she is of sound mind, at least 18 years of age, and that Summit Sports, LLC & its Affiliates & Agents has not misrepresented the nature of this Agreement.
9. The Participant agrees that this Agreement with Summit Sports, LLC & its Affiliates & Agents regarding the release, waiver, indemnification and hold harmless of Summit Sports, LLC & its Affiliates & Agents liability shall not be modified without the express written consent of both parties.
10. The Participant agrees that if any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.
11. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
12. The Participant will be responsible for attaining a legal PFD, and agrees to wear such PFD for the duration of the event while on the water.
13. All Participants are responsible to know the rules and regulations of the event and including any interpretations of changes of the rules (eg. Launch Locations, Changes of boundaries) that will be announced at the respective captains meetings for each event.

All participants consent that Summit Sports, LLC & its Affiliates & Agents may use, without payment, restriction or permission any photographs, videos and other information taken by Summit Sports, LLC & its Affiliates & Agents, where the participant may appear or be named for any purpose including, but not limited to, print and electronic distribution and where consistent with Summit Sports, LLC & its Affiliates & Agents privacy policy of never sharing information with any third parties or other partners.

Dated: _____

Participant Print: _____

Participant Signature _____

Participant Email: _____

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above to the fullest extent permitted by law.

Dated: _____ Parent/Guardian Signature: _____