

GREAT Smallmouth Bass Fishing Challenge on the Great Miami River

Acknowledgement of Inherent Risk, Waiver and Release, and Indemnification Agreement

In consideration of participating in the GREAT Smallmouth Bass Fishing Challenge (“the Event”) to be held on the Great Miami River from June 1 to June 30, 2020, the undersigned, for themselves, their personal representatives, assigns, heirs, and next of kin, hereby acknowledges and understands that:

1. My participation in the Event is voluntary and there are inherent risks associated with participating in the Event including, but not limited to, those caused by adverse tidal conditions and currents, high winds, storms, large waves, lightning, boat capsizing, fire, overturning of boats, collision with objects or other watercraft, prolonged exposure to cold water, hypothermia, sun exposure, temperature fluctuations, accidental drowning, swimming, slips and falls, motion sickness, illness in remote areas, lack of hydration, watercraft equipment, wild animals, exposure to parasites, germs, insects, bacteria, unsanitary conditions, actions of other people, including, but not limited to, participants, volunteers, spectators, event officials, and event monitors, and/or producers of the Event. I further acknowledge and understand that by participating in the Event there is a potential risk of exposure to the novel coronavirus COVID-19. I will assume all risks associated therewith, whether known or unknown to me at this time. I acknowledge and certify that I am fit to participate in this event, have not experienced any symptoms associated with COVID-19 nor been exposed to anyone infected with COVID-19 within the last fourteen days, and have not been advised otherwise by a qualified medical person. I hereby consent to medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Event.

2. In consideration of permitting me to participate in the Event, I release the following entities and/or persons and their directors, officers, employees, and agents from responsibility for my accidental physical injury, including death or illness, and loss of, or damage to, personal property while participating in the Event: the Miami Conservancy District (“MCD”), the National Association of Professional River Anglers (“NAPRA”), and any other event holders, sponsors, officers, directors, employees, agents and/or volunteers. This release is also intended to include all claims made by my family, estate, heirs, personal representative or assigns. I acknowledge and certify that I will indemnify and hold harmless the entities and/or persons mentioned in this paragraph from any and all liability and/or claims made by other individuals and/or entities as a result of my actions, the actions of others, and from any injury, illness or loss of any kind associated with the Event.

Acknowledgement of Inherent Risk, Waiver and Release for Minor Participant

3. If I am under age 18, my parent or guardian, by signing below, also consents to my release and he or she agrees that this release shall be binding upon him or her as my parent or guardian as to me and my estate, heirs, personal representatives and assigns. My parent or guardian acknowledges that I am fit to participate in this event, as stated in paragraph 1. My parent or guardian also promises, by signing below, to defend, indemnify and hold MCD, NAPRA and the other entities and/or people named in paragraph 2, harmless from any claim asserted by me against MCD and NAPRA and the other entities and/or people set forth in paragraph 2, including their trustees, officers, directors, volunteers, employees and agents, if I should repudiate this release after obtaining adulthood.

Photo Release

4. I hereby grant permission to MCD and/or NAPRA for the right to use, reproduce, and/or distribute photographs, films, videotapes, and sound recordings of me, without compensation or approval rights, for use in materials created for purposes of promoting the activities of the MCD and/or NAPRA.

Participant Signature: _____

Parent/Guardian Signature: _____

Date: _____