

B.A.S.S., LLC
Waiver and Release

ALL PARTICIPANTS MUST EXECUTE THE FOLLOWING WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE

As a condition of my being permitted to participate as a volunteer/competitor in the [2013 B.A.S.S. High School Invitational, Wheeler Lake, Decatur, AL](#) (the "Event"), an opportunity available to a limited number of people, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, I agree to the following:

Name and Likeness Release

I hereby grant permission to B.A.S.S., LLC its parent companies, its subsidiaries and subsidiaries of its parent and their affiliates, their successors, licensees and assigns (the "Distributors") to utilize my appearance, performance, name, voice and likeness in connection with the Event itself and any productions incorporating or based on the Event, in connection with publicity for the Event and future editions of the Event and in connection with the promotion of B.A.S.S., LLC and any tournaments or other events staged by B.A.S.S., LLC in any and all manner and media throughout the universe in perpetuity. I hereby waive any right that I may have to inspect or approve any finished product or any advertising copy that may be used in connection therewith or the use to which it is applied. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party.

Physical Condition

I am physically fit to participate as a volunteer/competitor in the Event, and have not been advised otherwise by a medical practitioner.

Equipment and Facilities Inspection

I agree that before I participate as a volunteer/competitor in the Event, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the Event of any unsafe condition that I observe. I will refuse to participate in the Event until all unsafe conditions observed by me have been remedied.

Assumption of Risk

I understand that I, and each participant in the Event, will be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from the actions, negligence, fault, omission and failure to act of myself and others (including but not limited to the City of [Decatur, AL](#) and other participants in, and the sponsors, organizers and volunteers of the Event) and from the rules of play, the challenges of the Event and the condition of any property, facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Distributors, sponsors, organizers, City of [Decatur, AL](#), and other volunteers, and may not be foreseen or reasonably foreseeable by any of them or us at this time or at the time of the Event.

I assume all of the foregoing risks including the risk of any negligence by other participants or by the City of [Decatur, AL](#) and the Distributors, organizers, sponsors or volunteers of the Event and their respective owners, directors, officers, employees or agents, and the risk of injury caused by the condition of any property, facilities or equipment used during the Event, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Event or my participation therein or attendance thereat.

Liability Release and Indemnity Agreement

I hereby release and forever discharge and agree to save and hold harmless B.A.S.S., LLC and its respective parents and their subsidiaries, subsidiaries of its parents and their affiliates, and its owners, officers, directors and employees, the City of [Decatur, AL](#) and other volunteers associated or affiliated with the Event, the owners, lessors and lessees of the property, facilities and equipment used in connection with the Event, including without limitation the respective organizers, directors, officers, employees and agents of all of them, and the other participants in the Event (each such entity or individual being referred to as a "Released Party") of and from any and all injuries (including personal injury, disability, dismemberment, and death), illness, losses, damages, claims, liabilities or expenses (including attorneys' fees) of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in whole or in part by my action, negligence, fault, omission, failure to act, or by my breach or alleged breach of this Waiver and Release, or by the condition of

the property, facilities or equipment of any Released Party or that arise out of or in connection with the Event or my participation therein or attendance thereat.

Medical Treatment

In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Event, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

Severability of Provisions

I agree that the foregoing agreements are intended to be as broad and inclusive as is permitted by Decatur, AL law. Any provisions herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other provisions.

I HAVE READ AND HAVE UNDERSTOOD THIS WAIVER AND RELEASE OF LIABILITY AND NAME AND LIKENESS RELEASE. I UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS WAIVER AND RELEASE.

Signature: _____ Print Name: _____

Address: _____ Date: _____

IF THE PERSON EXECUTING THE FOREGOING RELEASE IS A MINOR, THE FOLLOWING SECTION MUST BE COMPLETED:

I represent that I am a parent or legal guardian of the minor who has signed the above Waiver and Release, and I hereby consent to the terms of the above Waiver and Release agree that we both shall be bound thereby.

Signature: _____ Relationship to Minor: _____

Address: _____ Date: _____