

WAIVER & RELEASE AGREEMENT

Event: D	Date:
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<u>3) SAFETY:</u> Boating safety must be observed at all times during practice and competition. A U.S. Coast Guard approved chest type life preserver (PFD) Type III or higher, must be worn and properly fastened any time the combustible engine is operative and the kill switch must be attached to the driver with a lanyard no longer than forty-eight (48) inches. All boats must be equipped with the minimum recommended USCG safety devices. These requirements can be viewed online at <u>www.dbw.ca.gov</u>

<u>**4**) **INSURANCE AND LIABIILTY**</u>: It is the sole responsibility of all BBT boat owners to carry and maintain the mandated, state required minimum liability coverage for themselves and their passengers. Contestants also need to be aware that not all insurance policies cover tournament participation, therefore all parties involved with the BBT must consult with their insurance company prior to competing in any BBT event.

4a) WAIVER & RELEASE AGREEMENT: The undersigned understands and agrees that as consideration for being allowed to participate in any BBT event, whether prior to commencement, during the actual event and/or during any post-event festivities, he or she is doing so at his or her own risk. BBT and its owners, managers, employees, agents and sponsors (collectively "BBT"), shall not be liable for any damages, claims or causes of action arising from personal injuries or property damage sustained in, on or about the premises or waterways used for any BBT event, specifically including, but not limited to, all boat launches, bodies of water, parking lots or other public or private areas used for any BBT event. The undersigned assumes full responsibility for any injuries or damages which may occur during any BBT event, however caused, regardless of whether such injuries or damages are caused by the negligence of BBT or any of its employees or agents.

<u>4b</u>) **On the Entry Form:** The participant also expressly acknowledges that by signing below he or she is relinquishing all rights he or she may have to file a lawsuit against BBT for injuries arising out of his or her participation in any BBT events or activities. This release is intended to be interpreted as broadly as allowed under California law.

<u>37)</u> POLYGRAPH: All contestants are subject to a polygraph test. Failure to submit is grounds for automatic disqualification. Any contestant who has failed a polygraph test in any bass tournament or contest or whose results are found to be inconclusive shall not be eligible to compete in the BBT. Polygraph and voice stress testing are performed at the discretion of the tournament director.

Boater Date Non Boater Date