

# Arkansas Youth Fishing Association Arkansas Youth Team Trail

## Boat Captain Release of Liability (Every Boat Captain must sign)

### PARTICIPANT RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration for permission to voluntarily participate in tournaments, events, programs, and related activities conducted by The Arkansas Youth Fishing Association LLC., (A.Y.F.A.) The Bass Federation (TBF), either jointly or separately, Bradford Marine, I acknowledge, appreciate, and agree that: The risk of injury, disability, death, loss or damage to my person or property from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, I have been advised by the A.Y.F.A., Bradford Marine TBF, and/or FLW Outdoors and have had the opportunity to seek legal counsel with respect to the legal effect of this document; and, I KNOWINGLY AND FREELY ASSUME ALL RISKS REFERRED TO ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ARKANSAS YOUTH FISHING ASSOCIATION LLC., THE BASS FEDERATION, INC., and/or FLW Outdoors THEIR OFFICERS, OFFICIALS, DIRECTORS, SHAREHOLDERS, AGENTS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, AND SPONSORING AGENCIES, SPONSORS, ADVERTISERS, AND, IF APPLICABLE, OWNERS AND LESSORS OF PREMISES AND PROPERTY USED TO CONDUCT THE EVENT ("RELEASEES") OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR RISKS ARISING FROM MY PARTICIPATION; AND, I willingly agree to comply with the terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the immediate attention of the nearest official; and, I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS RELEASEES, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHICH I SUFFER OR WHICH I AM FOUND TO HAVE CAUSED IN WHOLE OR IN PART BY MY NEGLIGENCE OR INTENTIONAL MISCONDUCT, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I agree to submit, by signature on this document, to a polygraph or voice stress analysis examination. Hereinafter known as truth verification test, and abide by its conclusion. Truth verification test(s) will be used at the A.Y.F.A. Bradford Marine, TBF's and/or FLW Outdoors sole discretion, and administered by TBF or its agents. I understand that failure to pass the examination as determined by TBF will result in disqualification. I certify that the number shown on these forms is my correct taxpayer identification number.

Having fully acquainted myself with the tournament rules, and understanding that at no time will I have only one (1) Minor (under the age of 18) participant/angler in the boat at any time. I also understand that if for some reason that one of the youth anglers cannot participate in the event, there will be an observer provided to be in the boat at all time. I have completed this application and submit it for my entry into the tournament. In signing this application, and by my presence at the event, I hereby agree to be bound by and comply with all tournament rules, participant release of liability and safety regulations. I expressly assume all risks associated with the tournament and I hereby release the Arkansas Youth Fishing Association LLC. (A.Y.F.A.), Bradford Marine, The Bass Federation, Inc., (TBF), or FLW Outdoors, and its parent, and affiliate companies, its licensees and affiliates, and all their respective officers, directors, agents, employees, and stockholders, the tournament hosts, tournament sponsors and tournament officials from all claims of death, injury and/or property damage incurred in connection with this tournament. If I am using a boat during the official practice or during the tournament, I certify that I now have, or will obtain prior to the event, property damage\ watercraft liability insurance having reasonable limits. Said insurance must be issued by a reputable insurer and must cover injury and/or damage incurred in connection with this Tournament. Upon request, I will provide satisfactory evidence of said insurance. I hereby waive my rights of privacy or publicity with regard to the unconditional right to use my name, voice, photographic likeness, video and biographical information and fishing tips and instructions in connection with any reproduction of same, video\audio productions and/or articles and press releases by the A.Y.F.A., TBF, FLW Outdoors, their parent or affiliate companies, and those acting under their permission, anywhere at any time, through any medium or media. I shall not be entitled to receive any royalties or other compensation in connection with such use. I further understand and agree that the tournament officials reserve the right to reject my application for any reason whatsoever. I am currently a member in good standing of my home state federation, an affiliated member club, TBF and FLW Outdoors. I agree to use any and all "Official" products and equipment so specified and provided, if applicable. The Participant signifies by his/her signature below that they have read and understands the foregoing provisions.

Dated \_\_\_\_\_ Age \_\_\_\_\_ Signed \_\_\_\_\_  
Boat Captain

Please present this document and current **copy of proof of insurance** at tournament registration pre-tournament meeting.  
Please read tournament rules carefully to insure that your liability insurance complies with tournament regulations.