

WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Manteca Bassin' Buddies "Club"

Upon signing this Agreement and forever thereafter, you agree that if you participate in or attend any Club related event, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether you are a participant, a spectator, or otherwise. You further agree to assume the risk of your participation in or presence at any sporting event, practice, activity, instruction or Club sponsored event. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with same. You agree on behalf of yourself (and your spouse, all your children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge Club, their owners, employees, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of the Club, whether active or passive, or that of any of its affiliates, employees, agents, representatives, successors, and assigns. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any equipment or facilities which may malfunction or break, (b) Club's negligent instruction or supervision, (c) you sustaining personal injuries as a result of the dangerous condition of property on which you are present in relation to any Club function, including Club's negligent inspection or maintenance of such premises. By executing this Agreement, you hereby agree to indemnify and hold harmless the Club from any loss, liability, damage, or cost the Club may incur due to your presence at any Club related event. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts. It is the sole responsibility of all boat owners to carry and maintain boat owners liability coverage with limits of no less than \$100,000 Each Person / \$300,000 Each Accident or \$300,000 CSL. Participants also need to be aware that not all insurance policies provide coverage during tournament participation. All parties involved with the Club need to consult with their insurance companies to confirm that their policies provide coverage during tournament participation.

YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS WAIVER AND RELEASE AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY, AND EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. YOU ARE AWARE AND AGREE THAT BY EXECUTING THIS WAIVER AND RELEASE, YOU ARE GIVING UP YOUR RIGHT TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE CLUB FOR THEIR NEGLIGENCE. YOU HAVE READ AND VOLUNTARILY SIGNED THE WAIVER AND RELEASE AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAS BEEN MADE. YOU AGREE, FOR YOURSELF AND YOUR SPOUSE, CHILDREN, SUCCESSORS, HEIRS AND ASSIGNS, THAT THE ABOVE REPRESENTATIONS ARE CONTRACTUALLY BINDING, AND ARE NOT MERE RECITALS, AND THAT SHOULD YOU OR YOUR SUCCESSORS ASSERT ANY CLAIM IN CONTRAVENTION OF THIS AGREEMENT, THE ASSERTING PARTY SHALL BE LIABLE FOR THE EXPENSES (INCLUDING REASONABLE ATTORNEYS FEES) INCURRED BY THE OTHER PARTY OR PARTIES IN DEFENDING AGAINST ANY SUCH ACTION.

Date

Printed Name

Signature