

WAIVER

Attachment A – Adult Registrants PKA WAIVER AND RELEASE OF LIABILITY AGREEMENT READ BEFORE REGISTERING FOR ANY PKA COMPETITIVE EVENT

In consideration of being allowed to participate in any way in any PKA Event and its related competition and activities, I, the undersigned (or registrant), being at least 18 years of age, acknowledge, appreciate, and agree that:

1. I affirm that my participation in any PKA Event is voluntary and declare that I am physically fit and capable to participate in such; and
2. I acknowledge that kayak fishing participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary 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 immediately bring such to the attention of PKA Officers or Tournament Directors; and, 5. in full recognition and appreciation of the dangers and risks inherent in such activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Professional Kayak Anglers LLC, and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, and, if applicable, owners and lessors of premises used for the activity (“Releasees”), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from my participation in the PKA Event. COVID-19 The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions to which PKA, (the “Organization”) adheres.

COVID-19 Acknowledgements In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

1. I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of the Organization that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
2. I have not experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.

3. I have not, nor have any member(s) of my household, traveled by sea or by air, internationally within the past 30 days.

4. I did not, nor any member of my household, visit any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days.

5. I have not been, nor have any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days.

COVID-19 Declarations Following the pronouncements above I hereby declare the following:

1. I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be at risk of contracting COVID-19

2. With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

3. I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

Name-Image-Likeness: By signing up for any and all PKA related events you have also allowed PKA to use your name-image-likeness in any of their promotional materials.

Understanding and Acceptance of all rules written in this document - but selecting "YES" under read rules and regulations on the TMS screen, that is your signature on this rule book. You also indemnify PKA of any harm that may come to your person during any PKA Event.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

_____ x _____
Participant's Name (Print) Participant's Signature

_____ _____
Date of Signing Participant's Age (Note If Participant is under 18 years of age, do not use this form. Registrant and Adult Supervisor must use Attachment B – Youth Registrants)