

2023 Thursday Night Shoreline HS

PARTICIPANT WAIVER AND RELEASE OF LIABILITY

In consideration of the opportunity to participate in the fishing tournaments and related activities provided by Shoreline LLC (the "Hookup"), as organized by Scott Snellen, (the "Organizers"), I ("Participant") hereby agree to the following Waiver and Release of Liability ("Agreement"):

1. Waiver and Release of Liability: My participation in the Shoreline is voluntary and subjects me to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my property (collectively, "Risks"). Accordingly, I agree to the following:
 - a. I hereby release and hold harmless Wednesday Night Hookup, its Organizers, officers, directors, employees, agents, volunteers, and contractors (collectively, "Releasees") from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever arising from, related to, or resulting from these Risks ("Claims"), including those caused by the negligent acts or omissions of any or all of the Releasees.
 - b. I certify that I am physically fit to participate in the Hookup safely, and I have not been advised otherwise by a health care professional.
 - c. As between each of the Releasees and me, I will be solely responsible for any and all medical and related bills that I may incur because of any injury, as well as costs related to loss or damage to my property, that I may sustain as a result of my participation in the Hookup, including those sustained at the locations where the Hookup is conducted and while I am traveling to and from such locations, regardless of the location or mode of transportation.
 - d. It is my choice to leave an event at any time for any reason thus forfeiting all fees, which are non-refundable and any violation of the rules may result in disqualification and forfeiture of fees at the full discretion of the Organizers.
 - e. I maintain current liability insurance on any boat used in any Shoreline LLC event.
 - f. I grant Shoreline the right to video, photograph, record, publish, re-publish, adapt, exhibit, perform, reproduce, edit, modify, make derivative works distribute, display or otherwise use or reuse the Participant's image, voice or likeness in connection with any product or service in all markets, media or technology now known or hereafter developed in Hookup's products or services, as long as there is no intent to use the image, voice and/or likeness in a disparaging manner, releasing Hookup and its Releasees, from any and all causes of action or claims based upon or relating to the use of the Participant's image, video, voice or likeness.
 - g. I waive my rights of privacy or publicity with the regard to the programs of the Hookup in which I appear and consent to Shorelines copyrighting, distributing, televising, publishing and using in any way the audio and visual portions of any television videotape, film and photographs pictures of me or of interviews, scenes or other sequences in which I may be included, and any reproduction thereof, anywhere at any time through any medium or media for advertising, promotion, trade, television programming or other lawful purpose whatsoever, and I shall not be entitled to receive any royalties or other compensation in connection with such use.
 - h. I grant Hookup the right to use my personal information to contact me with communications and other advertisements.
 - i. This Agreement shall be binding on my estate, heirs, executors, administrators, successors, and assigns, as well as any other party asserting a Claim on my behalf or on behalf of my estate.

2. General Provisions:

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the state of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision of the Agreement shall be conducted only in the state courts located in Muskegon, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between and among the parties concerning these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the party to be charged.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement shall nonetheless continue in full legal force and effect.

I warrant that I have read and understand that this Agreement involves my waiver and release of significant rights and my assumption of significant indemnification responsibilities in participating in the Wednesday Night Hookup. For any participant under the age of 18, the cosigning (required) Parent or Legal Guardian assumes all responsibilities and liabilities contained in this document.

Date: _____

Participant Signature: _____ Phone _____

Participant Printed Name: _____ Phone _____

Parent/Guardian Signature: _____ Phone _____

Parent/Guardian Printed Name: _____ Phone _____

Participant Signature: _____ Phone _____

Participant Printed Name: _____ Phone _____

Parent/Guardian Signature: _____ Phone _____

Parent/Guardian Printed Name: _____ Phone _____