



THSBA – Texas High School Bass Association

CAPTAINS RELEASE OF LIABILITY - READ BEFORE SIGNING

IN CONSIDERATION for permission to voluntarily participate in tournaments, events, programs and related activities conducted by Texas High School Bass Association, I acknowledge, appreciate and agree that:

1. 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,
2. I have been advised by Texas High School Bass Association, and have had the opportunity to seek legal counsel with respect to the legal effect of this document; and,
3. I KNOWINGLY AND FREELY ASSUME ALL RISKS REFERRED TO ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF Texas High School Bass Association, 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,
4. 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,
5. 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.
6. I agree to submit to a truth verification test administered by Texas High School Bass Association and understand that failure to pass the examination as determined by Texas High School Bass Association will result in disqualification.
7. As the only authorized operator of the boat provided for all Texas High School Bass Association tournaments, I have inspected and acknowledge that the watercraft provided is sea worthy and meets all current U.S. Coast Guard safety requirements. Furthermore, I understand that the same watercraft provided must meet the minimum length limits, combustion engine design restrictions, hull design requirements, minimum and or maximum horsepower ratings, and be appropriately equipped to ensure the safety of any and all student anglers participating as outlined by the THSBA tournament rules and guidelines. I agree to have the watercraft inspected at any time by a designated Texas High School Bass Association Tournament Director for any and all tournaments. I further agree to provide acceptable limits of liability insurance on this same watercraft as determined by the Texas High School Bass Association. \$300,000.00 Liability is required of all boat captains. Captains may be asked to show proof of insurance at any time.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND THE ATTACHED RULES. I FULLY UNDERSTAND THE TERMS AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE, AND SIGN IT FREELY AND VOLUNTARILY.

PUBLICITY: In consideration for permission to voluntarily participate in the tournaments, events, programs, and related activities conducted by THSBA, I (“Participant”) hereby grant to THSBA and their assignees and/or licenses (collectively “Sponsors” including television production companies contracted by THSBA, the unconditional right to use my name, voice, photographic likeness, biographical information, fishing tips and/or instructions in any medium whatsoever, including but not limited to video/audio productions, merchandising, promotions, articles, and/or press releases, in connection with THSBA tournaments, events, programs and related activities conducted by THSBA without restriction as to changes or alterations from time to time. I understand that I will not be entitled to receive any royalties or other compensation in connection with such use. If Participant wins any event, the Participant’s name, likeness and biographical information may be used in connection with advertising and promotion. The Participant specifically consents and agrees to such use without restriction as to changes or alterations from time to time, and further understands and agrees that any use will be without payment of any royalties or any additional compensation to Participant.

I UNDERSTAND THAT PRIOR TO BECOMING AN APPROVED “BOAT CAPTAIN”, I MUST PASS A BACKGROUND CHECK FROM THE RESPECTIVE HIGH SCHOOL WITH WHICH I PARTICIPATE. THIS BACKGROUND CHECK MUST BE COMPLETED PRIOR TO THE PARTICIPATION DATE OF ANY TOURNAMENT. I WILLFULLY AGREE TO SUBMIT TO THIS BACKGROUND CHECK AND WILL ABIDE BY THE FINDINGS AND DECISIONS OF SCHOOL OFFICIALS WITH REGARD TO THE RESULTS. SHOULD I BE APPROVED AS A BOAT CAPTAIN, IF AT ANY TIME MY WORDS, ACTIONS, OR COMMENTS ARE DETERMINED TO BE UNACCEPTABLE BY THE STUDENT ANGLERS, PARENTS, SCHOOL OFFICIALS, OR THE TEXAS HIGH SCHOOL BASS ASSOCIATION OFFICIALS, I UNDERSTAND THAT I WILL BE REMOVED AS AN APPROVED BOAT CAPTAIN FOR ANY AND ALL FUTURE EVENTS.

The Participant signifies by his/her signature below that he/she has read and understands the foregoing provisions.

BOAT CAPTAIN SIGNATURE _____ AGE: _____ DATE: _____

PRINT BOAT CAPTAIN NAME HERE _____ PHONE # _____

MAKE OF BOAT: _____

TX NUMBER: _____