

# Texas High School Bass Association

www.texashighschoolbassassn.com

BACKGROUND CHECK \_\_\_\_\_

ADVISOR USE ONLY



## BOAT CAPTAIN Release of Liability

School:	
Division:	

### BOAT CAPTAIN RELEASE OF LIABILITY - READ BEFORE SIGNING

**EVERY BOAT CAPTAIN MUST HAVE A RELEASE OF LIABILITY ON FILE BEFORE THEY CAPTAIN THEIR FIRST TOURNAMENT. THEY MAY BE MAILED IN WITH THE TEAM PACKET.**

*In consideration for permission to voluntarily participate in tournaments, events, programs and related activities conducted by Texas High School Bass Association (THSBA), 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 THSBA, 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 THSBA, 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 a designee of the THSBA and understand that failure to pass the examination as determined by THSBA will result in disqualification.
7. As the only authorized operator of the boat provided for all THSBA tournaments, I have inspected and acknowledge that the watercraft provided is sea worthy and meets all U.S. Coast Guard safety requirements. Furthermore, I understand that the same watercraft must meet minimum length limits, combustion engine design restrictions, hull design requirements, minimum and 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 THSBA tournament director or their designee for any and all tournaments. I further agree to provide the required limits of liability insurance on this same watercraft as determined by the Texas High School Bass Association. \$300,000 of Liability Insurance is required of all boat captains. Captains may be asked to show proof of insurance at any time.

**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, their assignees and/or licensees (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, TO BE COMPLETED BY THE SCHOOL DISTRICT WITH WHICH I PARTICIPATE. THIS BACKGROUND CHECK MUST BE COMPLETED PRIOR TO THE PARTICIPATION DATE OF ANY THSBA TOURNAMENT. I WILLFULLY AGREE TO SUBMIT TO THIS BACKGROUND CHECK AND WILL ABIDE BY THE FINDINGS AND DECISIONS OF SCHOOL OFFICIALS WITH REGARDS 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.

**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.**

BOAT CAPTAIN NAME - PRINT

BOAT CAPTAIN - AGE & DATE OF BIRTH

BOAT CAPTAIN - SIGNATURE

MAKE OF BOAT & COLOR

CELL PHONE # (REACHABLE ON TOURN. DAY)

TX #