

# **2024-2025 Southwest Custom Tackle LLC Liability Release**

I, \_\_\_\_\_ (Print Name), in consideration of me being allowed to participate in any way in the above fishing tournaments and accompanying festivities ("Event"), agree and acknowledge:

**1) Liability Release:** On behalf of myself and my heirs, successors, servants, assigns, executors, administrators, guardians, and conservators, I HEREBY RELEASE, DISCHARGE, CANCEL, WAIVE, COVENANT NOT TO SUE, ACQUIT, AND HOLD HARMLESS Southwest Custom Tackle LLC / Lyle R Danuser and its tournament directors, partners, employees, consultants, principals, agents, servants, heirs, administrators, shareholders, successors, directors, officers, representatives, attorneys, and assigns (collectively for purposes of this form known as Southwest Custom Tackle Tournaments as well as any governmental entity where the event is held, and agree to hold them free and harmless for, from, and against any and all claims, judgments, appeals, rights, demands, costs, expenses, liabilities, obligations, actions, and causes of actions of any character or form whatsoever, whether known or unknown, suspected or unsuspected, arising from their negligence or otherwise, including, but not limited to, all liabilities for personal injury, property damage, or wrongful death caused by such negligence or otherwise resulting from participation in the event listed above (the "Claims").

**2) Rules & Membership:** I have read, understand, acknowledge, and agree to abide by all rules set forth by Southwest Custom Tackle LLC / Lyle R Danuser. for the Southwest Custom Tackle Tournaments. I understand that should I be found in violation of any rule, it may result in a penalty, event disqualification, and forfeiture of any prizes earned at the event in which I participated.

**3) Indemnification:** I also agree to indemnify and defend SOUTHWEST CUSTOM TACKLE LLC/ Lyle R Danuser. against the claims, and other damages, costs and expenses, including reasonable attorneys fees, resulting from any claim made by me or my agents or successors-in-interest. I understand and agree that under this provision, Southwest Custom Tackle LLC will be indemnified by me whether or SOUTHWEST CUSTOM TACKLE LLC/ LYLE R DANUSER potential liability for claims has risen as a result of Southwest Custom Tackle Tournaments or SOUTHWEST CUSTOM TACKLE LLC negligence alone or of co-negligence with me, or the negligence of others, with respect to all claims.

**4) Assumption of Risk:** I acknowledge that these events involve certain risks and hazards, including the risk of accidental injury or death, or loss or damage to property, resulting from wild animals, inclement weather, accidents, equipment malfunctions, collisions, falls, drowning, equipment and gear, related injuries or other causes known or unknown to SOUTHWEST CUSTOM TACKLE LLC/LYLE R DANUSER for Southwest Custom Tackle Tournaments. I also acknowledge that I carry the minimum levels of state mandated liability insurance for any vessel or vehicle that I may operate as a participant in this event.

**5) Good Health & Expertise:** I attest and verify that I am physically fit, am enjoying good health, and have sufficient expertise and stamina for participation in this Event. I understand that fishing and hunting are physically strenuous activities and that I will be exerting myself during this event, and that if injured as a result of heart attack, panic, hyperventilation, or any other physical malady, etc, that I expressly assume the risk of said injury.

**6) Promotion:** I also irrevocably authorize SOUTHWEST CUSTOM TACKLE LLC / LYLE R DANUSER and any assignee to use my name, voice, likeness, biographical information and/or tips in photography, audio, video, or any other format for publication, advertising, promotional or any other purposes, 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.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO ALL CONDITIONS AND TERMS SET FORTH IN THIS AGREEMENT. **I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A LEGALLY BINDING AND ENFORCEABLE CONTRACT. I SIGN OF MY OWN FREE WILL** and intend for my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Phone#: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_

ST \_\_\_\_\_

ZIP \_\_\_\_\_

## **FOR PARENT OR GUARDIAN OF A MINOR CHILD (UNDER 18 YEARS OF AGE)**

I, \_\_\_\_\_ (Print Name) as parent or legal guardian of the above named minor, hereby give my permission for my child or ward to participate in the above event, and further agree, individually and on behalf of my child and ward, to the terms of the above.

Signature: \_\_\_\_\_

(Signature of minor's parent or guardian)

Date: \_\_\_\_\_

Phone#: \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_

ST \_\_\_\_\_

ZIP \_\_\_\_\_