

**2025–2026 SOUTHWEST CUSTOM TACKLE LLC
PARTICIPANT LIABILITY RELEASE & WAIVER AGREEMENT**

Participant Name (Print): _____

In consideration of being allowed to participate in any way in the fishing tournaments and related festivities (the “Event”) hosted by Southwest Custom Tackle LLC / Lyle R. Danuser, I agree to the following terms:

1. Release of Liability

On behalf of myself and my heirs, successors, assigns, executors, administrators, guardians, and legal representatives, I hereby:

- **Release, discharge, waive, and covenant not to sue** Southwest Custom Tackle LLC / Lyle R. Danuser, their tournament directors, employees, partners, agents, representatives, attorneys, assigns, affiliated entities, and any relevant governmental authorities.
- Agree to hold them **harmless** from all claims, liabilities, damages, judgments, demands, losses, expenses, or causes of action of any kind—**known or unknown**—arising from **negligence or otherwise**, including but not limited to personal injury, property damage, or wrongful death resulting from participation in this Event.

2. Rules & Membership

I confirm that I have read and understand all rules established by Southwest Custom Tackle LLC / Lyle R. Danuser and agree to comply. I understand that violation of any rule may result in penalties, disqualification, or forfeiture of any prizes or standings earned during the Event.

3. Indemnification

I agree to **indemnify and defend** Southwest Custom Tackle LLC / Lyle R. Danuser against any and all claims, costs, or damages (including attorney’s fees) arising from any claims made by me or my representatives, regardless of whether such claims result from their **sole or joint negligence**.

4. Assumption of Risk

I understand and acknowledge that participation in the Event involves risks, including but not limited to:

- Injury or death
- Property damage
- Drowning
- Equipment failure
- Wild animal encounters

- Weather-related hazards

I accept these risks willingly and certify that I carry the **minimum required liability insurance** on any boat or vehicle I may operate during the Event.

5. Health & Fitness

I affirm that I am in good health and physically fit to participate in the Event. I understand that fishing and related activities are physically demanding and accept full responsibility for any health-related issues that may arise, including but not limited to panic, fatigue, or medical emergencies.

6. Media & Promotions

I grant **Southwest Custom Tackle LLC / Lyle R. Danuser** and its assigns the irrevocable right to use my **name, voice, image, likeness, biographical information, and tips** in any format (photo, video, audio, etc.) for promotional, advertising, or informational purposes **without compensation or restriction**.

I HAVE CAREFULLY READ THIS AGREEMENT. I UNDERSTAND THAT IT IS A LEGALLY BINDING CONTRACT AND SIGN IT VOLUNTARILY AND WITHOUT DURESS. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE FULLEST EXTENT ALLOWED BY LAW.

Signature: _____ Date: _____
 Phone #: _____
 Address: _____
 City: _____ State: _____ ZIP: _____

FOR PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPANT (Under 18 Years Old)

Parent/Guardian Name (Print): _____

As the parent or legal guardian of the above-named minor, I hereby give permission for my child to participate in the Event and, individually and on behalf of my child, agree to all terms outlined in this agreement.

Signature of Parent/Guardian: _____ Date: _____
 Phone #: _____
 Address: _____
 City: _____ State: _____ ZIP: _____