

Borden Light Marina Release & Indemnity Waiver for Fishing Tournament

In consideration for being permitted to participate in the Borden Light Marina Annual Fishing Tournament scheduled to be held on June 10th and 11th, 2017 located at 1 Ferry Street, Fall River, MA I hereby represent and agree to the following:

- 1) I am at least 18 years of age or older at the time of my execution of this Release and Indemnity (**anglers under 18 years must have a parent/guardian sign form**). I am an experienced boater and sport fisherman and believe that I am fully capable of participating in the Derby without causing harm or injury to any person or property.
- 2) I understand that boating involves numerous inherent risks of damage or injury to person or property (including, without limitation, injury which may result in death) that are my sole responsibility. I knowingly assume all risks associated with such activities. I also understand that I may encounter extreme variations in weather and sea conditions that are my sole responsibility to negotiate. I have been fully advised that there are these and other risks associated with boating and sport fishing which are beyond anyone's control and knowingly and voluntarily assume such risks.
- 3) Borden Light Marina, Topsy Seagull, Topsy Toboggan and each of their respective employees, agents, officers, directors, parent companies, affiliates, subsidiaries, successors and assigns (collectively, the "Releases") are hereby released and discharged from any and all actions, causes of action, claims, damages, losses, demand or liabilities of any kind or nature which may be asserted, claimed or demanded at any time by me, my personal representatives, heirs, executors, administrators, next of kin, successors and assigns as a result of any loss, damage or injury to any person (including, without limitation, any injury resulting in death) or property, of any kind, resulting in whole or in part, directly or indirectly, from my participation in the Derby or in any activity related to the Derby. I hereby covenant and agree on behalf of myself, my personal representatives, heirs, executors, administrators, next of kin, and successors and assigns not to sue, demand or make any claim of any type or nature against any of the Releases as a result of any of the foregoing injuries, losses or damages.
- 4) I agree to indemnify, save and hold harmless each of the Releases from any and all actions, causes of action, claims, damages, demands, losses, liabilities, costs or expenses (including attorneys' fees and court cost) which any of the Releases may suffer or incur as a result, in whole or in part, from my participation in the Derby or in any activity related to the Derby.
- 5) I hereby give the Derby sponsors and their affiliates the right to use my name, likeness or any photograph, and the name, likeness or any photograph of my boat, for advertising and promotional purposes in all forms of media, without review or approval or any additional compensation.
- 6) The provisions of the Release and Indemnity are intended to be as broad and inclusive as is permitted under applicable law and if any portions of this Release and Indemnity are held invalid, it is agreed that the balance shall remain in full force and effect. I understand and agree that this Release and Indemnity shall be governed by the laws of the State of Massachusetts without regard to the conflicts provisions thereof.
- 7) I AM AWARE OF THE RISK OF INJURY OR DAMAGE TO PERSON OR PROPERTY ASSOCIATED WITH MY PARTICIPATION IN THE DERBY AND HAVE READ AND HAVE VOLUNTARILY SIGNED THIS RELEASE AND INDEMNITY. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME BY ANY THIRD PARTY.
- 8) The representations, warranties and covenants contained in this Release and Indemnity shall be binding on my heirs, successors, assigns and representatives.

<hr/> <i>Capt. Signature</i>	<i>Print Name</i>	<i>Date</i>
<hr/> <i>Angler Signature</i>	<i>Print Name</i>	<i>Date</i>
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<hr/> <i>Angler Signature</i>	<i>Print Name</i>	<i>Date</i>
<hr/> <i>Parent/Guardian Signature</i>	<i>Print Name</i>	<i>Date</i>