

**Never Surrender, Inc.
Kolar Toyota ALS Fishing Tournament**



Participation Waiver and Release of Liability

Please read carefully before signing.

1. I wish to participate in the Kolar Toyota ALS Fishing Tournament (the “Activity”) sponsored by Never Surrender, Inc. (“Sponsor”).
2. My participation in the Activity is voluntary. I acknowledge that participating in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Such risks include: (1) minor injuries such as bruises and sprains; (2) major injuries such as joint or back injuries, broken bones, and head injuries; and (3) catastrophic injuries including paralysis and death. I assume any and all risks, both known and unknown, while participating in the Activity.
3. I acknowledge that COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Sponsor cannot guarantee that participants in the Activity will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by participating in the Activity.
4. To the best of my knowledge, I have no physical or medical condition that would prevent me from participating in the Activity. I warrant that I do not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19.
5. In consideration of being allowed to participate in the Activity, I understand and agree that neither Sponsor nor any other parties associated with the Activity (collectively referred to as “Other Parties”) nor any person acting on behalf of Sponsor, may be held liable in any way for any event which occurs in connection with this Activity which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by Sponsor or any Other Parties. This Waiver of Liability DOES waive liability for any harm, death, injury or other damages caused by the negligence of the Sponsor and/or Other Parties.
6. I agree to comply with all rules related to the Activity and observe proper personal hygiene to help prevent the transmission of COVID-19. If I observe any unusual or significant hazard during my participation in the Activity, I will stop participating and immediately notify the nearest official.
7. I agree to defend, indemnify and hold harmless Sponsor or the Other Parties for any expense or liability Sponsor or any of the Other Parties may incur as a result of my conduct, actions or omissions while performing the Activity.
8. It is my express intent that this Waiver and Release of Liability shall bind the me and the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

9. I grant permission for the use by Sponsor of any photographs, motion pictures, recording, or any other record of my participation in this Activity for any purpose related to or in furtherance of the Activity or future ALS events, without financial or other compensation or royalties.
10. If any court finds any portion of this Waiver and Release of Liability to be contrary to law, invalid, or unenforceable, the remainder of the Waiver and Release of Liability will remain in full force and effect.
11. I have read and understand the Kolar Toyota ALS Fishing Tournament Official Rules and Regulations and agree to abide by them.

Name (Please Print)

Street Address

Signature

City, State, Zip

Date

NOTICE: *Participants under eighteen (18) years of age must have this Waiver and Release of Liability signed by their parent or legal guardian.*

I certify that I am the parent or legal guardian of the above individual and hereby consent to his or her participation in the Activity. I have read and understand the above Waiver and Release of Liability and I agree to be bound by the terms stated therein.

Parent/Guardian Signature

Date

NOTICE: *Pursuant to the Official Rules and Regulations of this Activity ALL boat owners whose boats are used in the Activity are required to sign this Waiver and Release of Liability.*

I certify that I am the Owner of the boat bearing Registration No. _____ used in the Activity and that I have liability insurance on boat with limits of at least \$100,000.00 and I have provided a Certificate of Insurance for the boat.

Boat Owner

Date