

Never Surrender, Inc.
Kolar Toyota ALS Fishing Tournament
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 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Sponsor has enacted preventative measures to reduce the spread of COVID-19. Sponsor, however, 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 prevents me from participating in the Activity. I warrant 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, Kolar Toyota ALS Fishing Tournament administrators, University of Minnesota-Duluth, Kolar Toyota and all 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.
6. I agree to comply with all rules related to the Activity including policies related to social distancing and 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 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 the Sponsor of any photographs, motion pictures, recording, or any other record of my participation in this Activity for any legitimate purpose, without financial or other compensation or royalties.
10. I agree to submit to a polygraph test, if so requested of me by the Kolar Toyota ALS Fishing Tournament directors.
11. I have read and understand the Kolar Toyota ALS Fishing Tournament Rules and Regulations and agree to abide by them.

12. 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.

13. I have read the above and understand the legal significance of signing this document.

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

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Never Surrender Inc (NSI) **cannot guarantee that you will not become infected with COVID-19.** Further, participation could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Kolar Toyota ALS Fishing Tournament may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NSI’s employees, volunteers, and program participants and their families.

____ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at the Kolar Toyota ALS Fishing Tournament (KTFT). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless NSI, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of NSI, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the Kolar Toyota ALS Fishing Tournament.

____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ INITIALS In the event that I file a lawsuit, I agree to do so in the state where NSI and the KTFT are located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

____ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

____ INITIALS If I have signed a separate general waiver of liability connected to my participation of the KTFT, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation at KTFT.

Signature _____ Print Name _____

Address _____ City _____ State _____ Zip _____

Telephone (_____) _____ Date _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor’s names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ Print Name _____ Date _____