

2023 PROFESSIONAL REDFISH LEAGUE / REDFISH WORLD SERIES

Hold Harmless Agreement



In consideration for receiving permission for myself or my dependent to participate in the Professional Redfish League / Redfish World Series (herein referred to as **PRL/RWS**), which is sponsored by the Majek Boats, Mercury, Power-Pole (JL Marine), Bull Bay Rods, Roy's Bait & Tackle Outfitters, Premier Yamaha Boating Centers, Bob's Machine Shop, BoatStop Storage, Lithium Pros, Coastline Trailers, Saltwater Angler Magazine, Redfish World Series, Redtail Republic, Blast & Cast Men's Ministries, Scuttlebutt's Seafood Bar and Grill, Sea Hag Marina, Reaction Strike, Bull Bay Tackle and any and all additional sponsors and venues that may be added throughout the season (herein referred to as **SPONSORS**),

- 1. I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, AND AGREE TO HOLD HARMLESS for any and all purposes PROFESSIONAL REDFISH LEAGUE (PRL) / REDFISH WORLD SERIES (RWS), SPONSORS, the Board of Regents, their officers, servants, agents, volunteers, venues, or employees (herein referred to as RELEASEES) FROM ANY AND ALL LIABILITIES, CLAIMS, DEMANDS, OR INJURY, INCLUDING DEATH, that may be sustained by me while participating in such activity, or while on the premises owned or leased by RELEASEES, including injuries sustained as a result of the negligence of RELEASEES. I acknowledge there may be physically strenuous activities. General risks are listed in item number two below; some more specific risks are outlined according to activity at the end of the waiver. I know of no medical reason why I should not participate.
- 2. I am fully aware that there are inherent risks involved with game fishing and boating (herein referred to as ACTIVITY), including but not limited to injury or death while traveling to and from the ACTIVITY sites; blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration; sunburn; heat and/or cold-related emergencies; drowning and/or oxygen shortage; exposure or weather-related conditions; medical illnesses; head, neck, and/or spinal injuries; bite or attack by an animal, insect or marine life; allergic reaction, shock, paralysis or death; and serious injury or impairment to other aspects of my body and general health and well-being and I choose to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I

- VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me as a result of participating in said activity including injuries sustained as a result of the negligence of RELEASEES. I further agree to indemnify and hold harmless the RELEASEES for any loss, liability, damage, or costs, including court costs and attorney's fees that may occur as a result of my participation in said activity.
- 3. I understand that RELEASEES do not maintain any insurance policy covering any circumstance arising from my participation in this activity or any event related to that participation. As such, I am aware that I should review my personal insurance coverage.
- 4. I give permission for the ACTIVITY leaders to seek emergency medical, rescue, or evacuation services for me should I become injured or ill with the understanding that I am responsible for any expenses incurred. I fully understand that PROFESSIONAL REDFISH LEAGUE (PRL) / REDFISH WORLD SERIES (RWS) does NOT provide any medical insurance coverage for me while participating in this ACTIVITY.
- 5. I acknowledge that photographs and videotapes may be taken during the ACTIVITY and allow reproductions of these photographic materials to be used in promotional and media activities initiated by PROFESSIONAL REDFISH LEAGUE (PRL) / REDFISH WORLD SERIES (RWS) and SPONSORS.
- 6. It is my express intent that this Covenant Not to Sue and Agreement to Hold Harmless shall bind the members of my family and spouse if I am alive, and my heirs, assigns, and personal representatives, if I am deceased, and shall be governed by the laws of the States of Florida, Louisiana, or Texas and/or any other fished in states.
- 7. I understand game fishing and boating have inherent risks involved and understand that I will participate in the PROFESSIONAL REDFISH LEAGUE (PRL) / REDFISH WORLD SERIES (RWS) at my own risk.
- 8. I understand PROFESSIONAL REDFISH LEAGUE (PRL) / REDFISH WORLD SERIES (RWS) and SPONSORS are providing coordination services for this event only and are not liable for any expenses that I might incur, nor are they responsible for travel, lodging, meals, or incidentals on my behalf that may relate to this event.
- 9. I will conduct myself in a courteous and responsible manner, observing the laws of the States of Florida, Louisiana, or Texas and/or any other fished in states, and practice safe boating and fishing while participating in this event.
- 10. In signing and/or accepting online this Covenant Not to Sue and Agreement to Hold Harmless, I acknowledge and represent that I have read the foregoing Covenant Not to Sue and Agreement to Hold Harmless, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements

apart from the foregoing agreement that has been reduced to writing have been made. I execute this document for full, adequate, and complete consideration fully intending to be bound by the same, now and in the future.

Game Fishing and Boating Risks and Hazards

There are risks and hazards inherent to game fishing and boating. The same elements that contribute to the uniqueness and fun of fishing and boating such as the physical effort or being in the outdoors can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. PROFESSIONAL REDFISH LEAGUE (PRL) / REDFISH WORLD SERIES (RWS) and SPONSORS do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect and to be informed of some of the possible risks. The following list does not intend to be all-inclusive; exclusion of a risk or hazard does not negate its possibility.

Þ Injury or death while traveling to and from the activity sites.

- P Risks of collisions with other boats and or stationary objects in and around water, including rocks, reefs, piers, or other vehicles and trailers at landing areas.
- Personal injury including death by drowning associated with rough weather, rough water, currents, changing weather patterns, heavy winds and lightning storms.
- Personal injury including but not limited to: blisters; sprains, strains, dislocations, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; head, neck, and/or spinal injuries; medical illnesses; allergic reaction, shock, paralysis or death.