

## RELEASE AND EXPRESS ASSUMPTION OF RISK AGREEMENT

Event: Los Cabos Tuna Jackpot Date of Event: Nov. 4-7, 2020

\_\_\_\_\_ [Print Name] in consideration to participate in any way in the above event ("Event"), agree and acknowledge:

1. **Release:** I personally and on behalf of my heirs, successors, servants, assigns, executors, administrators, guardians and conservators, HEREBY RELEASE, DISCHARGE, CANCEL, WAIVE, COVENANT NOT TO SUE, ACQUIT AND HOLD HARMLESS Western Outdoors Publications, Inc., and its partners, employees, principals, agents, servants, heirs, administrators, successors, shareholders, directors, officers, representatives, attorneys and assigns (collectively the "Publisher"), as well as any governmental entity where the Event is held, and agree to hold them free and harmless for, from, against any and all claims, judgments, appeals, rights, demands, costs, expenses, liabilities, obligations, claims, actions and causes of actions of any character whatsoever, whether known or unknown, suspected or unsuspected, arising from their negligence or otherwise, including but not limited to, all liabilities for personal injury, property damage or wrongful death caused by such negligence or otherwise (the "Claims").

2. **Indemnification:** I also agree to indemnify and defend the Publisher against the claims, and other damages, costs and expenses, including reasonable attorney's fees, resulting from any Claim made by me or my agents or successors-in-interest. I understand and agree that under this provision, the Publisher will be indemnified by me whether the Publisher's potential liability for Claims has risen as a result of the Publisher's negligence alone, or of co-negligence with me, or the negligence of others.

3. **Assumption of Risk:** I acknowledge that this Event involves certain risks and hazards, including the risk of accidental injury or death, or loss or damage to property, resulting from wild animals, inclement weather, accidents, equipment malfunctions, collisions, falls, drowning, equipment and gear, related injuries (such as fishing hooks in fishing events and misdirected gunfire in hunting events) or other causes. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE PUBLISHER or others, and assume full responsibility for my participation in this Event.

4. **Good Health & Expertise:** I attest and verify that I am physically fit, am enjoying good health and have sufficient expertise for participation in this Event. I understand that fishing and hunting are physically strenuous activities and that I will be exerting myself during this Event, and that if injured as a result of a heart attack, panic, hyperventilation, etc. that I expressly assume the risk of said injury.

5. **Publicity:** I also irrevocably authorize Publisher and any assignee to use my name, voice, likeness, biographical information, and/or tips in photography, audio, video or any other format for publication, advertising, promotional or any other purposes, without restriction as to changes or alterations from time to time. I understand that I will not be entitled to receive any royalties or other compensation in connection with such use.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ, UNDERSTAND, AND AGREE TO ALL CONDITIONS AND TERMS SET FORTH IN THIS AGREEMENT. I have carefully read this agreement. I understand that it is a LEGALLY BINDING AND ENFORCEABLE CONTRACT. I SIGN OF MY OWN FREE WILL and I intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature \_\_\_\_\_

Date: \_\_\_\_\_

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**For parent or guardian of a minor (Under 18 years of age)**

I, \_\_\_\_\_ [Print Name] as parent or guardian of the above named minor, hereby give my permission for my child or ward to participate in the Event, and further agree, individually and on behalf of my child and ward, to the terms of the above

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Minor's Parent or Guardian