

SOUTHEASTERN CATFISH CLUB

WAIVER, RELEASE OF LIABILITY, AND ASSUMPTION OF THE RISK AGREEMENT

I, the undersigned, in exchange for consideration of receiving permission to participate in fishing Tournament event(s) and activities upon lands encompassing several counties in South Carolina and operated as Southeastern Catfish Club by Brian Snipes and Josh Coggins (collectively referred to as, the "Directors"), voluntarily execute and agree to be bound by this Waiver, Release of Liability, and Assumption of the Risk Agreement, ("Agreement") and hereby acknowledge and agree that:

- 1.) I understand that I, and each participant in the Tournament, will be engaging in activities that are strenuous in physical nature and/or also involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property damage. I understand that these risks may result from the actions, negligence, fault, omission, and failure to act of myself and others (including but not limited to Southeastern Catfish Club and the Directors), as well as other participants in, and the sponsors and volunteers of the Tournament, as well as the condition of any property, facilities, or equipment used. I also understand that there may be risks involved which are not known to me or the Directors, sponsors, and other participants. I agree to participate at my own risk and assume all the foregoing risks, including the negligence by other participants, and agree to release and hold harmless Southeastern Catfish Club and its Directors.
- 2.) I understand that participation in the Tournament involves weather conditions which may pose a risk to myself or my boating equipment, including but not limited to, high or low water levels, rough waters, high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity. I voluntarily assume all risks associated with any weather conditions and agree to release and hold harmless Southeastern Catfish Club and its Directors from any personal or property loss associated therewith.
- 3.) I agree and represent that I am familiar with all current rules and regulations of the South Carolina Department of Natural Resources regarding the operation of a watercraft and associated activities.
- 4.) I agree that I am physically fit to participate in the Tournament and that no restrictions have been placed on me by a medical professional.
- 5.) I agree that Southeastern Catfish Club and its Directors are not responsible for any personal items or property lost or stolen before, during, and after the fishing Tournament.
- 6.) This Agreement will be binding on me and my spouse, children and grandchildren and their guardians, my guests, heirs, personal representatives, and assigns.
- 7.) This Agreement is entered into in South Carolina and is governed by South Carolina law.

I KNOWINGLY AND FREELY ASSUME ALL RISKS CONTAINED IN THIS RELEASE BOTH KNOWN AND UNKNOWN, INCLUDING ARISING FROM THE NEGLIGENCE OF SOUTHEASTERN CATFISH CLUB & ITS DIRECTORS, AND ASSUME FULL RESPONSIBILITY WHEN I CHOOSE TO PARTICIPATE IN TOURNAMENT(S).

I HAVE READ THIS WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. BY SIGNING THIS RELEASE, I VOLUNTARILY AVAIL MYSELF TO THE YORK COUNTY COURT OF COMMON PLEAS AS THE ONE AND ONLY COURT FOR DISPOSITION OF CONFLICTS REGARDING MY PARTICIPATION IN ANY EVENTS OF THIS CLUB/ORGANIZATION OR INJURIES OR DEATH THAT RESULT AS PART OF MY PARTICIPATION IN EVENTS OF THIS CLUB/ORGANIZATION.

Participant's Name (Print)

Participant's Signature

Date

**FOR PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT THE TIME OF PARTICIPATION)**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree that the foregoing Waiver, Release of Liability and Assumption of the Risk Agreement is fully applicable and binding with respect to any injury, disability, death, property damage or other loss sustained by this participant resulting from or otherwise related to this participant's participation in the Tournament(s). I, on behalf of this participant, **RELEASE** and agree to **HOLD HARMLESS** Southeastern Catfish Club and its Directors (as defined above) from any and all liabilities incident to this participant's use of and presence in the Tournament as provided above, even if arising from the negligence of the Southeastern Catfish Club or its Directors.

Name of Parent/Guardian

Print Child's Name

Parent/Guardian Signature

Date signed

Emergency Phone Number: (____) _____