



## COMPLETE AND MAIL THIS FORM IN AS REGISTRATION

### Hooked On ENC Fishing Tournament RELEASE AND WAIVER OF LIABILITY

By signing below, and in consideration for participation in the “Hooked On ENC Fishing Tournament” (“Fishing Tournament”) to be held on April 29, 2017, by the radio stations owned and operated by Beasley Media Group, Inc. in New Bern/Greenville, North Carolina (“Beasley”), I, \_\_\_\_\_, acknowledge, understand and agree that:

- (1) I have read and understand the official rules of the Tournament and have abided by the Tournament rules in all respects, and Beasley conducted the Tournament in conformity with the official rules.
- (2) **In consideration for my participation in the Fishing Tournament, I, for myself (or my child) and my heirs, executors and assigns, fully release, discharge, indemnify and hold harmless Beasley Media Group, Inc., its radio stations, and their successors, assigns, parent companies, affiliates, agents, employees, officers, directors, shareholders and representatives (collectively, the “Released Parties”) from all causes of action, losses, suits, proceedings, claims, liabilities, obligations, damages, and demands, in law or in equity, which I or my heirs, executors or assigns may now or hereafter have, even if caused by the negligence of the Released Parties, which arises out of or relates in any manner to the Fishing Tournament and/or my participation in the Fishing Tournament, including (without limitation) accident, injury and death. I understand and agree that my agreement to release and indemnify includes all claims relating to injuries or conditions, whether or not pre-existing, that may be caused or made worse by my participation in the Fishing Tournament or consumption of the fish, as well as any claims arising from injuries or conditions caused or made worse by my refusal to accept medical treatment for any reason, including, but not limited to, any claim that the act or omission complained of was in whole or in part by the negligence or carelessness of the Released Parties. I am agreeing to release and indemnify the Released Parties not only for myself (or my child), but also on behalf of my heirs, executors and assigns, and I intend for this agreement to be enforceable to the fullest extent permitted by law.**
- (3) I understand that the Fishing Tournament involves strenuous physical activity associated with fishing. I understand that physical activity, by its very nature, carries with it certain inherent risks, and I fully accept the risks, both known and unknown, including tripping, falling, colliding with another participant, or otherwise being either minimally or severely injured. I assume all risks associated with participating in the Fishing Tournament relating to the risk of strenuous physical activity. I acknowledge that I may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume risks from contact with other participants, negligent or wanton acts of other participants, failure of other participants and non-participants from observing the guidelines of the Fishing Tournament, any defects of conditions of premises (including high or low water levels and rough waters), the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity, and the effects of consuming any fish that have been caught, if applicable.
- (4) I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in the Fishing Tournament; and dressing in conjunction with the weather.
- (5) I agree that the Released Parties are not responsible for any personal items or property lost or stolen before, during, or after the Fishing Tournament.
- (6) I represent that I am in good health and do not have any pre-existing condition or injury that could prevent me from safely participating in the Fishing Tournament. I attest that I (or my child) am medically and physically able to participate in the Fishing Tournament. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and/or complete the Fishing Tournament, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in the Fishing Tournament.
- (7) I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence emergency rescue operations.
- (8) I am fully aware of the risks connected with participation in the Fishing Tournament, whether specifically listed in this Release or not, and I voluntarily elect to participate in the Fishing Tournament knowing that this participation involves these risks. I understand that my participation in the Fishing Tournament accompanies a minimum fundraising obligation for the benefit of Beasley.
- (9) I agree to observe and obey all rules and safety procedures that accompany the Fishing Tournament and to abide by any decision of an event official relative to my (or my child's) ability to safely compete in the event. I agree to exhibit appropriate behavior at all times and

to obey all laws. Beasley and/or the Fishing Tournament officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

- (10) I am solely responsible for the payment of any sales, excise, use or other tax due in connection with my acceptance of the Prize.
- (11) I understand and agree to stock my vessel with one Coast Guard Approved Personal Flotation Device (PFD) per passenger, including captain and crew, in accordance with Coast Guard Regulations. For vessels over sixteen feet long, a throw-able PFD (such as a boat cushion or life ring) must be on board.
- (12) I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

**Photography Release**

I hereby grant full permission to BBGI to use, reuse, reproduce, publish, or republish any photographs, video recordings, or any other record or recording of my participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives and promotional activities of Beasley. Further, I relinquish all rights, title, and interest in any and all photographs, video recordings, or other records or recordings of the Fishing Tournament I may take or capture to Beasley.

**I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.**

**ADULTS REGISTER HERE**

Participant's Full name: \_\_\_\_\_

Signature: \_\_\_\_\_

Age: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

**ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:**

I, the parent(s) or guardian(s) of the above-named participant, hereby give my/our approval to this child's participation in the Fishing Tournament. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Released Parties for any claim arising or of an injury to my/our child and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my/our child's participation in the Fishing Tournament. I consent to the foregoing and grant permission for my/our child to participate in the Fishing Tournament. I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand their contents and I sign the same on my/our own free act and deed.

I attest that if my/our child, the above-named participant, is under 18 years of age years of age as of the date of the Fishing Tournament, he or she will be accompanied by an adult eighteen years of age or older throughout his or her participation in the Fishing Tournament. I further attest that my/our child will wear an appropriately sized life jacket for the duration of his or her participation in the Fishing Tournament.

**Child's Full Name:** \_\_\_\_\_

**Age:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Parent/Guardian's Full Name:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_

**Today's Date:** \_\_\_\_\_