



## **Fishing Tournament RELEASE AND WAIVER OF LIABILITY**

IN CONSIDERATION OF participation in the Fishing Tournament event to be held on April 26, 2025. and understanding and acknowledging that Gulliver Preparatory School, Inc. (the "School") is a non-profit, educational corporation, I, as a participant, intend to legally bind myself, other family members, heirs, executors, personal and legal representatives, estates, beneficiaries, administrators, successors and assigns (all of the foregoing, collectively the "Releasors"), do hereby waive, release and discharge, and covenant not to sue, the School, and all of their officers, directors, trustees, shareholders, members, managers, partners, employees, members, staff, volunteers and supervisors and their successors and assigns (collectively, the "Releasees") from any and all liability and/or claims for illness, personal or bodily injuries, disability, death and/or damages that may arise directly or indirectly as a result of Participant's participation in the Fishing Tournament, including, without limitation, any rights, claims, causes of action, suits, liabilities, negligence, property damage, loss of consortium, costs and expenses whatsoever, whether arising at law or in equity, reasonably related to the , Fishing Tournament, and whether caused by the sole or joint negligence or tortious act or omission of the Releasees or any of them (collectively, the "Claims"). Notwithstanding any provision herein to the contrary, the negligence and/or willful misconduct of the Releasees are expressly excluded from the scope and application of this Gulliver Prep Waiver and Release. The Releasors hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law that may limit the scope of this GULLIVER PREP Waiver and Release.

RELEASORS AGREE AND ACKNOWLEDGE THAT THIS GULLIVER PREP WAIVER AND RELEASE APPLIES IN PERPETUITY TO EACH AND EVERY PARTICIPANT IN THE FISHING TOURNAMENT.

IN THE EVENT THAT THIS GULLIVER PREP WAIVER AND RELEASE IS FOUND TO BE INVALID, UNENFORCEABLE, OR VOID, IN WHOLE OR IN PART, FOR ANY REASON, THEN THE RELEASORS ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE RELEASEES' AGGREGATE LIABILITY TO RELEASORS EXCEED ANY APPLICABLE LIMITS OF ANY INSURANCE COVERAGE MAINTAINED BY ANY OF THE RELEASEES, PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IN NO EVENT SHALL RELEASEES, OR ANY OF THEM, BE LIABLE TO ANY OF RELEASORS FOR PUNITIVE DAMAGES OR LOST EARNINGS, LOST REVENUES, OR LOSS OF CONSORTIUM OR COMPANIONSHIP.

Notwithstanding any provision herein to the contrary, this Gulliver Prep Waiver and Release does not release, is not intended to release, and does not in any way apply or relate to the release and/or discharge of any claims Releasors may have against any person and/or party other than Releasees.

### **Inherent and Potential Risks**

The Releasors are aware of and fully understand that the Fishing Tournament involves strenuous physical activity associated with fishing. Releasors understand that physical activity, by its very nature, carries with it certain inherent risks and assume all risks associated with participation in the Fishing Tournament. Releasors acknowledge that they may incur minor injuries, major injuries, and catastrophic injuries, including paralysis and death. Releasors assume risks from contact with other participants, negligent acts of other participants, failure of other participants and non-participants to observe the guidelines of the Fishing Tournament, any defects of conditions of premises (including high or low water levels and rough waters), and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

### **Medical Evaluation**

Releasors attest that they are medically and physically able to participate in the Fishing Tournament and should they experience any doubt in their ability to successfully and safely participate in and/or complete the Fishing Tournament, they will take full responsibility and consult with a physician. Releasors attest that if they are pregnant, disabled in

any way, or have recently suffered an illness, injury, or impairment, they will consult with a physician prior to participating in the Fishing Tournament.

We consent to emergency medical care and transportation in order to obtain treatment in the event of injury 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, negligent emergency rescue operations.

### **Voluntary Participation**

Releasors are fully aware of the risks connected with participation in the Fishing Tournament, whether specifically listed in this Release or not, and voluntarily elect to participate in the Fishing Tournament, knowing that this participation involves these risks.

### **Acknowledgment and Compliance with Rules**

Releasors 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 the ability to compete in the event safely. Releasors agree to exhibit appropriate behavior at all times and event officials may dismiss anyone, without refund, whose behavior endangers the safety of anyone.

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

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**ONLY COMPLETE THE BELOW SECTION IF YOU ARE THE 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 Releasees for any claim arising or of any 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 participating in the Fishing Tournament. I acknowledge I have carefully read, accept, and agree to the terms of 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, is under 18 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.

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

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

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

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

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

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

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

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

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

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

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

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