

# FOLSOM BASS TEAM

## GUEST APPLICANT INFORMATION

Name:

Home phone:

Work:

Cell:

Current address:

City:

State:

ZIP Code:

E-mail:

Guest of Member:

## WAIVER & RELEASE OF LIABILITY & INDEMNITY AGREEMENT

Upon signing this Agreement and forever thereafter, you agree that if you participate in or attend any FBT or FBT related event, you do so at your own risk and assume the risk of any and all injury and/or damage you might sustain, regardless of whether you are a participant, a spectator, or otherwise. You agree that you are voluntarily participating in the aforementioned activities and assume all risk, known and unknown, associated with same. You agree on behalf of yourself (and your spouse, all your children, personal representatives, heirs, executors, administrators, agents, and assigns) to forever release and discharge FBT members, board members, tournament officials, agents, representatives, affiliates, successors, and assigns from any and all claims or causes of action (known or unknown) arising out of the negligence of FBT, whether active or passive. This waiver and release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any equipment or facilities which may malfunction or break; (b) FBT's negligent instruction or supervision; (c) you sustaining personal injuries as a result of the dangerous condition of property on which you are present in relation to any FBT function, including FBT's negligent inspection or maintenance of such premises. By executing this Agreement, you hereby agree to indemnify and hold harmless FBT from any loss, liability, damage, or cost FBT may incur due to your presence at any FBT related event. You further expressly agree that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the law of the state in which this agreement is entered into, and that if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This release is not intended as an attempted release of claims of gross negligence or intentional acts.

Please sign below acknowledging that you have been given access to a current club roster, By-Laws and Tournament Rules. All members are required to be familiar with the rules and regulations governing this club, as well as all DFW regulations and state boating laws.

I have completed this application and submitted the yearly dues. I have read and understand the current Tournament Rules and club By-Laws of Folsom Bass Team. I hereby waive and release tournament officials, board members and sponsoring organizations from any and all claims for injury or damage incurred in connection with any Folsom Bass Team sponsored event. Additionally, if I enter any club event as a boater, I certify that I have boat liability insurance in full force and good standing with a minimum limit of \$300,000 per occurrence. I agree to abide by all rules and regulations of the American Bass Association Bass Club Insurance Program.

**Signature:**

**Date:**