



Membership/Renewal & Waiver

2021/2022 Waiver/Release

This 'Waiver and Release' covers all 2021 through 2022 'American Bass®' Tournaments and Events.

All contestants must read, understand, agree to and sign this waiver prior to participating in any American Bass® event.

In consideration of the acceptance of my entry in any and all 2021 through 2022 American Bass® Tournaments and events, I hereby waive, release and forever discharge any and all rights and claims and damages which I may have or which may hereafter accrue to me against American Bass®, and all other promoters and sponsors of these events, the promoting clubs and organizations, officials, all municipalities, special districts and properties through which these events will be held or their respective officers, agents, representatives, successors, and/or assigns to any and all damages which may be sustained or suffered by me in connection with said associations with, and/or damages arising out of my traveling to, participating in or returning from these events. This includes any potential exposure to any illness or virus associated with travel to and from and during any and all parts of any American Bass event. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death, by participating in any American Bass event, you voluntarily assume all risks related to exposure to COVID-19. By signing this 'Waiver and Release' I am stating that I have read and I understand all rules for American Bass® events. All members must provide a tax Social Security Number for tax purposes. American Bass utilizes several forms of communication methods including websites, social media, emails and texting. American Bass does not use standard mail to communicate rules or other program information. It is the responsibility of each individual to obtain program information (including sponsor contingency programs), event information, rule information, etc. through the methods utilized by American Bass. American Bass can always be reached by phone to update contact information or to verify current communication methods. (714) 423-4532. I understand, per rule #1, that if I am involved in a protest or rules violation that the results of the event are pending the review of the head tournament director of American Bass® to be completed within 72 hours of the event or upon completion of the investigation. I also understand that if I am involved in the dispute that I may be asked to submit to "Truth Verification" examinations. I therefore agree to submit to any and all requests by American Bass® for "Truth Verification" examinations and agree to abide by the outcomes of these examinations, including the return of any awards that may have been distributed at the event in question. I also understand that if a dispute requires that "Truth Verification" examinations be administered, the official results of the event are pending the outcome of the "Truth Verification" examinations and any other investigations. Any member who declines a request to take a "Truth Verification" examine pertaining to tournament rule adherence or other fishing related activities may permanently lose membership status with American Bass®. American Bass® reserves the right to request any American Bass® member to submit to a "Truth Verification" examine pertaining to tournament rule adherence or other fishing related activities at any time. This questioning may or may not involve a current dispute or investigation. American Bass® may choose to report rule violations to authorities for criminal prosecution. Disrespect and or defamation to American Bass as a company, any tournament staff member, or sponsors of American Bass, may result in immediate disqualification, or loss of membership privileges with American Bass. This includes the elimination of any and all points an individual may have accrued during an active season. I understand that some events require qualification criteria to participate. I agree to only register for events that are "open" registration or events I have qualified for. It is mandatory to provide American Bass with complete and correct name, address and Social Security number information for tax purposes. Providing incorrect and/or incomplete information is grounds for denial of membership and denial for participation in any/all American Bass events. Registering for events where I am not qualified to participate jeopardizes my membership status with American Bass. All prize offerings are dependent on manufacturer and/or sponsor support. I understand and agree that it is not the responsibility of American Bass® or any tournament sponsor to provide assistance in on-the-water repairs or rescues at any time. Each contestant shall provide their own on-the-water assistance if needed. American Bass® and its sponsors are not responsible to assure that any contestant has returned at the end of any contest. 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 any American Bass® event, and if injured as a result of a heart attack, panic, hyperventilation, etc. that I expressly assume the risk and all expenses and liabilities incurred by said injury/illness. I agree to abide by the rules and regulations of these events and all boating and vehicle laws. I understand that boats equipped with motor horsepower in excess of factory and or B.I.A. Rating are in violation of Coast Guard Regulations. Boat owners are required to have proper boat insurance that allows tournament participation. All participants are required to have a minimum of \$300,000 liability insurance on the boat policy. Participation in American Bass® events grants American Bass® and its sponsors unlimited rights to use any photos of contestants, photos of fish caught, accounts, or interviews with contestants for social media, promotional, and advertising purposes and event coverage. The use of these photos may include the editing out of competitive fishing organizations or competitive manufacturers names and or logos that may appear in the photo either worn by the angler or in view of the photo. By joining and/or participating in any American Bass event you are giving permission to American Bass to contact you via mail, email, text, voice message. American Bass® reserves the right to refuse membership in American Bass to anyone at anytime. I understand the activity of boating has inherently dangerous. I also understand that the bodies of water that I participate on may become dangerous due to weather or other boating conditions. I agree to take sole responsibility to choose if I launch and participate in any American Bass event. I am choosing, under no duress, to launch and participate in any American Bass event. No matter the conditions at the onset of the event or conditions that may develop during the event, I am responsible for the safety of myself, anyone in my vessel and my vessel. American Bass and the sponsors of any event are not responsible for your safety, your boat operations, your conduct, or any dangers that you may encounter during any American Bass event. American Bass will provide you with a full refund of event entry fees paid for any event that you deem unsafe, prior to your launching of your vessel. American Bass officials will make decisions if an event will be conducted based on a number of safety conditions. There is no liability in this decision as any angler may disagree and is welcome to not participate and receive a refund.

ABA KAYAK TRAIL WAIVER AND RELEASE OF LIABILITY AGREEMENT

READ BEFORE REGISTERING FOR ANY ABA KAYAK TRAIL COMPETITIVE EVENT

In consideration of being allowed to participate in any way in the ABA Kayak Trail, and its related competition and activities, I, the undersigned (or registrant), being at least 18 years of age, acknowledge, appreciate, and agree that:

1. I affirm that my participation in any ABA Kayak Trail Event is voluntary and declare that I am physically fit and capable to participate in such; and
2. I acknowledge that kayak fishing participation and competition involves certain inherent dangers, and hazards; that the risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death, and while particular skills, physical fitness, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary Terms and Conditions for Participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of ABA Kayak Trail Officers or Tournament Directors; and,
5. in full recognition and appreciation of the dangers and risks inherent in such activities, I, for myself and on behalf of my heirs, executors, administrators and assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS AMERICAN BASS and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event service and technology providers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), with respect to any and all injury, disability, death, or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law, and I hereby waive, release, and forever discharge Releasees from and against any and all claims, demands, actions, or causes of action, for costs, loss, expenses, or damages to personal property, or personal injury, or death, which may result from my participation in the ABA Kayak Trail Event.

