

The AGREED Foundation Waiver & Release of Liability, and Media Release Agreement

The AGREED Foundation (“Released Party”) is non-commercial, not for profit activity provider. The purpose of this agreement is to exempt, waive and relieve Released Party from any and all liability for wrongful death, personal injury, and property damage, including, but not limited to, liability arising from the negligence of Released Party. “Released Party” include The AGREED Foundation and their representatives, administrators, directors, agents, employees, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in The 2023 Wounded Patriot Fishing Tournament on Lake Erling event and activities, the Undersigned (“Undersigned” means the Participant or the Participant’s parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant’s participation in the activities, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees

and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in the activities.

3. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this agreement shall be governed by the laws of the State of Arkansas and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Texarkana, Arkansas; and (c) this agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.				
Participant’s Signature	Participant’s Name (please print clearly)	Date		
FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED				
Undersigned parent, or legal guardian or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent, or legal guardian or legal representative of a minor or legally incapacitated adult, the parent, legal guardian or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. If signing as the parent, legal guardian or legal representative of a minor or legally incapacitated Participant, signing adults represent that they are a parent, legal guardian or legal representative of the Participant.				
Minor’s DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

MEDIA RELEASE FORM				
<p>MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.</p>				
Participant’s Signature	Participant’s Name (please print clearly)	Date		
Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date	

THE AGRED FOUNDATION
PARTICIPATION WAIVER AND RELEASE AGREEMENT AND INFORMED CONSENT

PLEASE READ THIS ENTIRE FORM CAREFULLY, OR HAVE IT CAREFULLY READ TO YOU BEFORE SIGNING. THIS FORM INCLUDES A RELEASE OF THE AGRED FOUNDATION'S LIABILITY. SPECIFICALLY, I AM RELEASING THE FOLLOWING PARTIES: THE AGRED FOUNDATION PARK OF LAFAYETTE COUNTRY ARKANSAS; THE AGRED FOUNDATION MANAGEMENT KNOWN AS THE **"RELEASED PARTIES."**

In consideration of being allowed to participate in 2023

Wounded Patriot Fishing Tournament on Lake Erling related events and activities, I, being at least 18 years of age, for myself, my heirs, assigns and legal representatives, or if applicable, for my minor child or ward, his or her heirs, assigns and legal representatives, agree to the following:

1. I understand and acknowledge that I, or my minor child or ward, by participating in 2023 Wounded Patriot Fishing Tournament on Lake Erling and related events will be engaging in hazardous activities. These activities involve risk of serious injury, including permanent disability or death, social and economic losses, and property damage. I understand that these injuries might result not only from my own action, inactions, or **negligence**, but also from the actions, inactions, or **negligence** of others, or the condition of the terrain, natural and manmade hazards and obstacles, facilities, equipment, boats or vehicles.
2. I have been given the opportunity to ask questions of appropriate "Released Parties" personnel concerning such risks and hazards, and acknowledge that any questions have been satisfactorily answered. I have received sufficient information and time to make an informed decision about my, or my minor child's or ward's participation in the activities.
3. I acknowledge that the "Released Parties" is not responsible for the use or condition of any personal equipment I choose to use during 2023 Wounded Patriot Fishing Tournament on Lake Erling. I understand that all personal equipment is to be operated under manufacturer's standards, including any evacuation, retention and/or safety systems. I understand that the "Released Parties" are not responsible for the modification(s) of any personal equipment that have been made and any consequences that arise thereof. It is my responsibility to be competent in the use of my personal equipment.
4. I assume all of the foregoing risks associated with the 2023 Wounded Patriot Fishing Tournament on Lake Erling activities and waive any claim that I, or my minor child or ward, might have against the **"Released Parties"** and its board members, employees, agents and volunteers as a result of injury, permanent disability, death, social and economic losses, and property damage incurred in the activities, even if caused by their **negligence**.
5. I further agree to hold the **"Released Parties"** and its board members, employees, agents and volunteers harmless, and forever waive, release and discharge them from all liability for injury, death, loss (including attorneys' fees and costs) or damage to person or property, including rental or loaned equipment, which results from my, or my minor child's or ward's participation in the activities of the 2023 Wounded Patriot Fishing Tournament on Lake Erling
6. It is my intent to bind myself, my heirs, executor, administrators, legal representatives and assigns (or my minor child or ward and their heirs, executor, administrators, legal representatives and assigns).
7. This waiver and the release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under law. This Agreement shall be construed and enforced in accordance with Arkansas law. Any civil action arising from this Agreement or my participation (or my minor child's or ward's participation) in the 2023 Wounded Patriot Fishing Tournament on Lake Erling activities shall only be brought in District Court for Miller County, Arkansas.

(Continued on the next page)

BY SIGNING THIS PARTICIPATION WAIVER AND RELEASE AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT OR HAVE HAD IT READ TO ME, UNDERSTAND ITS CONTENTS, AND UNDERSTAND THAT I AM WAIVING SUBSTANTIAL RIGHTS BY SIGNING IT. I FURTHER ACKNOWLEDGE THAT I HAVE NOT CHANGED THE AGREEMENT ORALLY, AND THAT I HAVE SIGNED IT VOLUNTARILY.

Participant's Printed Name

Parent, Guardian, or Witness's Printed Name

Signature

Date

Signature

Date
