

**SAN DIEGO ANGLERS FOUNDATION AND SAN DIEGO ANGLERS
ALL-EVENT RELEASE, WAIVER AND INDEMNITY AGREEMENT FOR MINOR(S)**

THIS IS A TWO-PAGE DOCUMENT - READ BOTH PAGES BEFORE SIGNING

IN CONSIDERATION for being allowed and/or allowing the minor(s) listed below ("MINOR(S)") to (a) compete, officiate, observe, work for, or participate in any way in any events produced and/or promoted by the San Diego Anglers Foundation ("SDAF") and/or the San Diego Anglers ("SDA") or in any related activities, whether events are social events, charity events, fishing tournaments or other entertainment events (collectively, "EVENTS(S)"); or (b) enter, for any purpose, any restricted area requiring authorization, credentials, or permission to enter or where admission of the general public is restricted, ("Restricted Areas" herein defined as any area wherein admittance to the general public is prohibited), the undersigned parent(s) and/or guardian(s) of MINOR(S) ("Undersigned") agrees including but not limited to, on behalf of MINOR(S) as well as on behalf of themselves and their respective heirs, assigns and next of kin, acknowledge(s) and agree(s) that, as to each such Event, the Undersigned:

1. Will immediately upon entering any Restricted Areas and continuously thereafter, inspect such areas, and if at any time feel any part of Restricted Areas to be unsafe, will immediately so advise the Event officials and will leave and cause MINOR(S) to leave the Restricted Areas and preclude themselves and/or MINOR(S) from further participation in the Event(s).
2. (i) UNDERSTANDS that THE EVENT(S) MAY BE VERY DANGEROUS and may involve the risk of SERIOUS INJURY or DEATH and that the INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS; (ii) ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE ARISING OUT OF OR RELATING TO ANY EVENT, AND FOR ALL LIABILITY TO THE UNDERSIGNED, MINOR(S), and their respective personal representatives, assigns, heirs, next of kin or wards; and (iii) AUTHORIZES AND PROVIDES FULL CONSENT TO RELEASEES, as defined in Paragraph 3 below, to seek and/or provide medical attention/treatment, as each may deem necessary, if the Undersigned or MINOR(S) is/are unable, unfit or not qualified to make such decision.
3. RELEASES, WAIVES AND DISCHARGES SDAF and SDA and their respective affiliates and related companies, and their respective representatives, directors, officers, employees, volunteers, and those in privity with them including, without limitation, any co-promoters, sponsors, participants, fishing associations, sanctioning organizations or any subdivision or affiliate thereof, boat operators, owners, builders and construction companies, officials, boat owners, boat crews, rescue personnel, trauma doctors and other medical personnel, any persons in any Restricted Area, promoters, advertisers, owners and lessees of premises used to conduct the EVENTS(S), inspectors, surveyors, underwriters, risk evaluators, consultants and others who provide recommendations, directions, or instructions including, but not limited to, fishing programs or instruction, and each of them, their directors, officers, agents and employees (collectively, "Releasees") FROM ALL LIABILITY TO THE UNDERSIGNED, MINOR(S), and their respective personal representatives, assigns, heirs, and next of kin or wards FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMAND ON ACCOUNT OF DEATH OR INJURY TO PERSON OR PROPERTY, ARISING OUT OF OR RELATED TO ANY EVENT, WHETHER CAUSED IN WHOLE OR IN PART, BY THE SOLE OR CONCURRENT NEGLIGENCE OF THE RELEASEES OR OTHERWISE, including, without limitation, NEGLIGENT RESCUE OPERATIONS.
4. AGREES TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS the RELEASEES and each of them FROM ANY claim or demand brought by or on behalf of the Undersigned and/or MINOR(S) for any LOSS, LIABILITY, or DAMAGE arising out of or related to the EVENT(S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES, LITIGATION EXPENSES AND COURT COSTS.
5. GRANTS to SDAF and SDA and their related or affiliated entities and their respective employees, volunteers, agents, licensees, successors and assigns (collectively, "GRANTEES"), permission to photograph, film, videotape or otherwise record the voice, image, or likeness of the Undersigned and/or MINOR(S) in connection with any EVENT(S) (collectively, "APPEARANCE"), and to use the APPEARANCE in advertising, publicity, promotional, merchandising and/or other commercial activities of GRANTEES, and agrees that neither the Undersigned nor MINOR(S) shall own any copyright or other rights in and to all works incorporating any or all of the Appearance, nor any allied, ancillary and subsidiary rights relating thereto, and GRANTEES will be able to perpetually use and license to third parties such works in all media currently existing or hereafter created, including, but not limited to, printed materials, television and all electronic media, for any use to which the same or any material therein may hereafter be put, applied or adapted. The Undersigned further acknowledges that (i) GRANTEES are not required to use the APPEARANCE in any way; (ii) GRANTEES may transfer, assign or sublicense their rights and privileges hereunder to any entity or individual without restriction by the Undersigned or MINOR(S); (iii) in no event shall the Undersigned or MINOR(S) have the right to enjoin the development, production or distribution or exploitation of material incorporating any or all of the APPEARANCE; (iv) the consent of no other person, firm, corporation or labor organization, including without limitation, SAG and/or SAG-AFTRA, is required to enable GRANTEES to use the APPEARANCE; and (v) the use by GRANTEES of the APPEARANCE will not violate the rights of any third party or any rights that the Undersigned or MINOR(S) may have as a result of any membership in any labor organization. Additionally, the Undersigned forever RELEASES AND DISCHARGES GRANTEES from any and all actions, counter or cross actions, claims, demands, damages, costs, attorneys' fees and expenses of any kind whatsoever (collectively "CLAIMS"), which may now exist or

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hereafter arise, including but not limited to, CLAIMS relating to the rights of privacy and publicity arising out of or related to use of the APPEARANCE, or any part thereof, and further agree that the Undersigned shall be liable for any attorneys' fees and costs incurred by GRANTEES or any one of them in connection with any CLAIM or lawsuit filed notwithstanding the terms of this release.

6. I have been advised that my child/children must wear an approved personal flotation device at all times while on the water. I affirm that my child/children will not be under the influence of alcohol or a controlled substance, and will not carry, use or consume these substances before or during her/his/their scheduled activities.
7. The Undersigned and/or MINOR(S) is/are in good health for each activity in which he/she will participate. The Undersigned understands that strenuous physical exertion may be required and the Undersigned and/or MINOR(S) has/have no known physical disabilities or health problems, which will present any risk to his/her participation in the activities.
8. Any CLAIMS or dispute arising from the Undersigned's and/or MINOR(S) participating in any SDAF and/or SDA event, activities or use of SDAF and/or SDA equipment shall be venued in the San Diego County Court in the State of California and that the laws of the State of California shall apply to any dispute regarding this release.
9. Warrants and represents that the Undersigned parent(s) and/or guardian(s) is/are at least eighteen (18) years of age.
10. Understand that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.
11. NOTICE TO UNDERSIGNED: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE IN OR LET YOUR MINOR(S) ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF SDAF, SDA, AND OTHER RELEASEES HEREIN USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOU AND/OR YOUR MINOR(S) MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT AND/OR YOUR MINOR(S) RIGHT TO RECOVER, FROM SDAF, SDA, OR ANY RELEASEE AS DEFINED ABOVE, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOU OR YOUR MINOR(S) OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND SDAF AND SDA HAS THE RIGHT TO REFUSE TO LET YOU OR YOUR MINOR(S) PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I/WE HAVE READ BOTH PAGES OF THIS RELEASE AND FULLY UNDERSTAND ITS TERMS AND THAT I/WE GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT. I SIGN IT VOLUNTARILY, KNOWINGLY AND WILLINGLY, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME/US AND MY/OUR SIGNATURE BELOW IS A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

1. Father/Mother/Gaurdian (circle one) Name:

(Print): _____ Signature: _____ Date: _____

Address: _____ Phone: _____

2. Father/Mother/Gaurdian (circle one) Name:

(Print): _____ Signature: _____ Date: _____

Address: _____ Phone: _____

IF ONLY ONE PARENT/GAURDIAN IS SIGNING, PLEASE INITIAL ONE OF THE FOLLOWING:

_____(initial) I represent and warrant that I am the sole parent/guardian of the MINOR(S)

OR

_____(initial) I represent and warrant that I am a parent/guardian of the MINOR(S) and have been authorized by the non-signing parent/guardian to sign this document on his/her behalf

SDAF OR SDAF WITNESSES: (ONLY ONE SIGNATURE REQUIRED)

1) Signature and Title of authorized SDAF Official: _____ Date: _____

2) Signature and Title of authorized SDA Official: _____ Date: _____