



Lake St. Clair VEXUS Open 2024 Waiver and Release



This is a release of liability and waiver of All legal rights in consideration for my being permitted to participate in the activities of participation in a competitive fishing tournament with the Tournament Organizers, Vexus Boats, Howell's Marine Sales & Service and any of its organizers, staff or volunteers.

I agree to the following Waiver and Release:

I acknowledge that FISHING has inherent risks, hazards, and dangers for everyone cannot be eliminated, particularly in a wilderness environment.

I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION:

- Water hazards in boating and wading in the rivers, lakes including drowning.
- Injuries from fishing equipment and other participants.
- Temperature extremes.
- Inclement weather conditions and unavailability of immediate medical attention in the wilderness in case of injury.

I understand the risks, hazards, and dangers of boating, and have the opportunity to discuss them with the tournament organizers and/or event staff.

I understand that these activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these activities safely.

I understand that I have responsibilities. My participation in this activity is purely voluntary. No one is forcing me to participate, and I elect to participate despite the risks.

I AM VOLUNTARILY USING THE SERVICES OF HOWELL'S MARINE SALES & SERVICE AND ITS ORGANIZERS, STAFF OR VOLUNTEERS.WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, IDENTIFY AND HOLD HARMLESS Howell's Marine Sales & Service and any of its organizers their directors, officers, agents, employees, sponsors and volunteers from and against and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of or are in any way connected with my participation in the activity including, but not limited to, NEGLIGENCE of any kind of nature whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals, or equipment, whether such damage, loss, injury, paralysis, or death result from negligence of FISHING or from some other cause.

I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue Howell's Marine Sales & Service or any of its organizers, staff or volunteers as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of FISHING.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. Liability insurance at a minimum of \$1,000,000.00 must be carried by the boat owner in order to participate in the events and by signing this agreement you are attesting that you carry this level of insurance and can prove it.

Signatures:

Captain: _____ Print Name: _____ Date: _____

Partner: _____ Print Name: _____ Date: _____

**Please print this page, have both members sign, and date, and return it to us.*