## TRIPLETAIL CHAMPIONSHIP

Who: Anyone who fishes for Tripletail.

**What:** A year long contest to find out who the best Tripletail fishermen around are. Multiple cash prizes as well as sponsor prize packages spread over several categories including the crowning of a Grand Champion. This is a tournament to promote the responsible stewardship of our favorite species (entry submittal requirements can be found below).

**Where:** This contest is open nationwide wherever Tripletail fishermen are present. Participants can enter fish caught in any waters of the United States.

When: Beginning May 1st and running through midnight October 31st.

**How**: Register at Fishing Chaos - <u>https://app.fishingchaos.com/tournament/2023-tripletail-championship</u> or through the Fishing Chaos app.

**Cost:** Cost to register is \$300 per angler for the general contest (Guided Angler and Kid divisions have different cost and requirements). Angler's must be registered to enter 24 hours prior to landing any fish they want to submit as an entry (this includes the Guided Angler and Kid division). Example: If an Angler registers May 16<sup>th</sup>, 2023 at 1:00 pm and catches a fish on May 17<sup>th</sup>, 2023 at 12:00 pm that fish would not be eligible for entry. In that same scenario if that Angler had caught a fish the same day at 1:15 pm that fish would be eligible for entry. Guided Angler division registration is \$100 per day. Kid division registration is \$100 per child for the contest and runs concurrently with their participating Guardian's ticket. Requirements to fish the Guided Angler division and Kids division are described below.

**Payouts**: Will be determined by number of participants \*see rule #11.

**Goal**: 3 Main Divisions - Most Tripletail caught over 18 inches, Longest Tripletail caught, and Total Cumulative Inches of Tripletail caught (entries must be over 18 inches in this category). There will be a point system established for these 3 categories that will assign points over the 3 categories to determine who the Grand Champion is. There are 4 additional categories available that will not be calculated into the Grand Champion computation. They are Average Joe (see rule #8 for details), Regional Division(s) for longest Tripletail in each designated region (see rule #9 for details), Guided Angler Division for the longest Tripletail amongst registered charter guests of charter captains registered to fish the tournament. (See rule 10 for details) and Kid Division for the longest Tripletail in that division.

**Ticket Duration:** Each ticket shall be valid for 6 months from the 1<sup>st</sup> day of the month each angler designates as its start month. Example: if an angler wants to start fishing in February 15 then they would need to buy the ticket designated for a February start. That means they would have February, March, April, May, June & July to enter fish in the tournament. However, the 24 hour rule mentioned in the Cost paragraph above must still be observed. Guided Angler tickets are only valid for the day designated by the angler and must be purchased prior to 5 a.m the day

of fishing. Kid Division tickets are only available and valid when paired with the child's Guardian who is a registered angler.

# **Tripletail Championship Rules**

- 1) CODE OF CONDUCT: Competitors in The Tripletail Championship are expected to follow high standards of sportsmanship, courtesy, safety and conservation. Any infraction of these fundamental sporting principles may be deemed cause for disqualification. Maximum courtesy must be practiced at all times, especially with regard to boating and angling in the vicinity of non-competitors who may be on tournament waters. Any act of a competitor, which reflects unfavorably upon the Tripletail Championship's effort to promote fisheries conservation, clean waters, and courtesy, shall be reason for disqualification. Evidence of chemical substance addiction or abuse, conviction of a felony or other crimes involving moral turpitude or other conduct reflecting unfavorably upon the Tripletail Championship's efforts to promote safety, sportsmanship and compliance with tournament rules shall be grounds for rejecting any invitation for participation and for disqualification. Any act deemed by the Tournament Directors that gives an angler an unfair advantage not specifically covered under this set of rules shall be grounds for disqualification. Any violation by an angler deemed intentional or preconceived by the Tournament Director to gain an unfair advantage, would be grounds for permanent disqualification and criminal charges will be filed with local authorities for committing fraud.
- 2) TACTICAL REQUIREMENTS: All entries must be landed using a rod and reel or a Calcutta pole with line and hook only. Fish caught in a net, snagged or speared may not be entered. Competitors may not catch a fish or submit fish that has been caged or confined in an area prior to the tournament. In order for a fish to be submitted it must be hooked (angler fighting the fish must have been holding the rod at the time the fish strikes) and landed by the tournament angler without any assistance from any other angler(s) on the boat with the exception of a wheel man manning the helm or another angler netting the fish. Anglers may not submit a fish landed by other individuals and must be holding the rod from the time the fish strikes until landed. <u>ALL WINNERS SHALL BE SUBJECT TO A POLYGRAPH TEST.</u>
- 3) **PERMITTED FISHING LOCATIONS:** Anywhere in the federal or state waters of the United States of America.
- 4) QUALIFYING ENTRY SUBMISSION: This is predominately a catch and release tournament with the following exceptions. Each angler will be allowed to harvest up to 3 Tripletail per month and still enter them into the contest provided that those fish are less than 25 inches in length and they follow the photo submission rules referenced in Rule 5 below. All fish beyond the 3 allowable harvested fish per month and over the 25" upper slot shall only be qualified for entry based on the following. For an entry to qualify that is over 25 inches or above the 3 allowable harvested fish per month two (2) different requirements must be meet and submitted: (1) Photo via the Fishing Chaos App and (2) Video via text (707) 400-8413 or you can request a designated Google Drive to upload your video:

- a) Photo of the Tripletail. Photo Requirements are listed in Rule #5 below.
- b) Video of the Release. Video Requirements are listed in Rule #6 below.

# 5) **PHOTO REQUIREMENTS:**

- a) Each photo must be of a fish on a Check It brand measuring board with a right edge. We suggest using the 38" model to ensure adequate length capacity. If you don't have such a measuring board you can order one from here or various other online retailers such as Amazon and Academy: <u>https://checkitstik.square.site/product/38-x-4-inch-salt-water-series-check-it-stik/2?cp=true&sa=true&sbp=false&q=false
  </u>
- b) Fish must lie centered on the measuring board with its mouth closed and touching the "fence" (a.k.a. "bump"; upright end of the board), left eye upward and right eye against the measuring board.
- c) Both ends of the fish must be visible in photos (not cropped off in photo or covered by fingers or hand)
- d) No straps, clips or other restraining devices may be used to secure fish to measuring board.
- e) Hook/Lure shall be removed before taking photo.
- f) Length is determined by the longest point at which the tip of the tail touches the measuring board, or if the tip of the tail extends off the measuring board, the farthest point at which the tail touches the measuring board. If that point is between two quarter-inch marks, measurement is rounded down to the lower quarter inch.
- g) The tail must be fully in contact with the measuring board. No portion of the tail may be lifted off the measuring board.
- h) Photo must be taken with a smart phone that can be used to upload the digital photographs through the Fishing Chaos app.
- i) An Identifier Card will be available for download from the Tournament Home Page on the Fishing Chaos App.
- j) The Identifier Card must be in the photo, legible, and positioned above, below, or beside (not on) the fish. Photo will be denied if the identifier card is laying on the fish. The Identifier Code can be written on a hand of the angler if they don't have a printed version on board their vessel.
- k) Privacy settings as laid out by Fishing Chaos must be set correctly on your phone to verify catch eligibility. You can find instructions on how to properly configure your settings here: <u>https://www.youtube.com/watch?v=qq\_hYUoWhxE</u>.
- Should any of the above qualifications not be met then that entry shall be disqualified. Sole discretion for qualifying photo entries shall be up to the Tournament Directors and 3<sup>rd</sup> Party Judges.

## 6) **VIDEO REQUIREMENTS:**

a) The angler who is submitting the fish must be identified in the video by adequate visual evidence that they are who they say they are, and that they are the angler corresponding to the Identifier Card they are representing to be.

- b) Video shall begin with the fish still lying on the measuring device so that the fish's identity can be confirmed from the photo submitted.
- c) Next the angler who caught the fish shall cradle the fish and carry it over to the water's edge taking great care to maintain the fish's health.
- d) The angler who caught the fish shall then release the fish after it is revived and considered in good shape. (utmost care should be given to the fish to preserve its health in order to achieve a qualifying release).
- e) The video must show the fish swimming off in good health and not just sinking to the bottom.
- f) It shall be the camera person's responsibility to make sure all requirements have been meet in order to complete a successful submission.
- g) If an angler is fishing solo they shall bear the responsibility to come up with the means to adequately film a qualifying release and incorporates all of the requirements.
- h) Should any of the above qualifications not be met then that entry shall be disqualified. Sole discretion for qualifying photo entries shall be up to the Tournament Directors.
- 7) **OFFICIAL START/END:** The Tripletail Championship will begin on May 1<sup>st</sup>, 2023 and run through October 31<sup>st</sup>, 2023. All entries must be submitted during that time period. Fish caught outside of that time period are not eligible for entry.
- 8) **AVERAGE JOE:** The Average Joe category is decided by the average of all the submissions of anglers who participate in the Tripletail Championship and the participating angler closest to the average length without going over wins the Average Joe category. All entries will be added together and divided by the number of total fish caught. The average length will be determined, and the winner will be decided. (Example: If 1,000 total fish were entered and the total length of all fish entered was 23,750 inches then the fish closest to 23.75 inches without going over would be the winner.) See Rule #12 for tie breaker.
- 9) REGIONAL WINNER: The regional winner shall be determined by the longest fish submitted for each region. In the event of a tie see Rule #12 for tie breaker. Each Region must have a total of 10 different anglers registered and submit an entry in that region for that region to qualify for a Regional category. Anglers may participate in multiple regions but may only submit entries for the corresponding region the fish was captured. To participate in the Regional categories anglers must have their phone setup properly for location services to interact with the Fishing Chaos app. Links to Tutorial Videos on how to set your phone up for this and how to test to make sure the settings are correct and working are in the Tournament Description on the Fishing Chaos app or website. List of regions below:
  - a) Louisiana
  - b) Mississippi
  - c) Alabama
  - d) Florida Gulf Coast (Pensacola to Naples)
  - e) Florida South (Everything South of I75)
  - f) Florida Atlantic (Everything North of I75)

- 10) **Guided Angler Division:** Charter customers of any Guide who is entered to fish the tournament shall be eligible to fish this division. Tickets must be purchased before 5 am the day of fishing. Anglers competing in this division must be holding the rod at the time the fish strikes receiving no assistance from the Captain except for manning the helm and netting the fish. The winner of this division shall be the longest fish submitted. All fish in this division must be released in accordance with Rules 5 & 6.
- 11) PAYOUTS: Payout will be determined by total monies left after all tournament expenses have been paid. Any sponsorship money left after expenses will go into the total payout. Guided Angler payouts shall come from those ticket proceeds. Hypothetical payouts can be found on our website <u>www.tripletailchampionship.com</u>. Below are the scenarios for payouts:
  - a) 200 Anglers or Less

	Longest Tripletail	$1^{st}$ $2^{nd}$ $3^{rd}$	13.5% 7.5% 3.25%
	Most Tripletail	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>	13.5% 7.5% 3.25%
	Cumulative Inches	1 <sup>st</sup> 2 <sup>nd</sup> 3 <sup>rd</sup>	13.5% 7.5% 3.25%
	Grand Champion	8.5%	
	Average Joe	6.75%	
	Regional Winners	12% (to be split equally among 1 <sup>st</sup> place in each Region in the qualified Regions (see rule #9 for qualifications). Should a region fail to qualify with the requirements to be established those proceeds shall be redistributed at the discretion of the Tournament Directors.	
b)	201 to 999 Anglers		
	Longest Tripletail	$1^{st}$ $2^{nd}$ $3^{rd}$ $4^{th}$	11% 6.5% 3% 1%
	Most Tripletail	1 <sup>st</sup> 2 <sup>nd</sup>	11% 6.5%

	$\begin{array}{c} 3^{rd} \\ 4^{th} \end{array}$	3% 1%
Cumulative Inches	$1^{st}$ $2^{nd}$ $3^{rd}$ $4^{th}$	11% 6.5% 3% 1%
Grand Champion	1 <sup>st</sup>	8.5%
Average Joe	$1^{st}$ $2^{nd}$	8.5% 3.5%

Regional Winners 15% (to be split equally among the qualified Regions (see rule #9 for qualifications). After split equally among Regions the total for each Region shall be divided as follows: 70% for 1<sup>st</sup> and 30% for 2<sup>nd</sup>). Should a region fail to qualify with the requirements to be established those proceeds shall be redistributed at the discretion of the Tournament Directors.

#### c) 1000 Anglers or More

Longest Tripletail	$1^{st}$ $2^{nd}$ $3^{rd}$ $4^{th}$ $5^{th}$	8.5% 5.5% 2.75% 1% 0.5%
Most Tripletail	$1^{st}$ $2^{nd}$ $3^{rd}$ $4^{th}$ $5^{th}$	8.5% 5.5% 2.75% 1% 0.5%
Cumulative Inches	$1^{st}$ $2^{nd}$ $3^{rd}$ $4^{th}$ $5^{th}$	8.5% 5.5% 2.75% 1% 0.5%
Grand Champion	8.5%	
Average Joe	$1^{st}$ $2^{nd}$ $3^{rd}$	8.5% 5.5% 2.75%

Regional Winners	20% (to be split equally among the qualified Regions (see rule #9 for qualifications). After split equally among Regions the total for each Region shall be divided as follows: 50% for 1 <sup>st</sup> , 30% for 2 <sup>nd</sup> and 20% for 3 <sup>rd</sup> ). Should a region fail to qualify with the requirements to be established those proceeds shall be redistributed at the discretion of the Tournament Directors.			
Guided Angler Division				
C	1-100 Tickets			
	1 <sup>st</sup> Place	40%		
	Captain	40%		
	Tournament Expenses	20%		
	101-500 Tickets			
	1 <sup>st</sup> Place	25%		
	Captain	25%		
	2 <sup>nd</sup> Place	15%		
	Captain	15%		
	Tournament Expenses	20%		
	501-1000 Tickets			
	1 <sup>st</sup> Place	25%		
	Captain	25%		
	2 <sup>nd</sup> Place	15%		
	Captain	15%		
	3 <sup>rd</sup> Place	5%		
	Captain	5%		
	Tournament Expenses	10%		
Kid Division				
	All proceeds from Kid division tickets shall go towards Kid prize pool.			
	<ul> <li>1-50 Tickets will have 1<sup>st</sup> and 2<sup>nd</sup> places.</li> <li>2-100 Tickets will have 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> places.</li> <li>101-200 Tickets will have 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> places.</li> </ul>			

12) **TIE:** In the event of a tie in the Longest Tripletail category, the Regional Longest Tripletail category, Average Joe category, Guide Angler category and the Kid category the angler submitting their entry first shall win. In the event of a tie in the Most Tripletail Caught general category and Total Cumulative Inches general category the angler achieving the highest score first shall win. In the event of a tie in for Grand Champion the angler with the longest fish shall win. Should that not break the tie for Grand Champion the angler with most Cumulative Inches shall win. Should that not break the tie for Grand Champion then

the angler with Most Tripletail shall win. Should that not break the tie for Grand Champion then a best 2 out of 3 coin toss shall determine the Grand Champion.

- 13) **CHEATING:** If at any time before, during or after any of the Tripletail Championship's tournaments an angler is questioned or caught cheating in a contest that angler will be subject to being disqualified from the Tripletail Championship (as well as all future events). This will be decided amongst the Tournament Directors. CHEATING IN THIS OR ANY OTHER FISHING TOURNAMENT IS CONSIDERED BY THE LAW TO BE FRAUDULENT AND THOSE INVOLVED COULD FACE FINES AND JAIL TIME.
- 14) **SAFETY:** Boats and equipment should be maintained in a manner that can provide safe fishing in the areas you plan to travel and fish in. Boats and motors shall be equipped with all necessary safety equipment required by state and federal law enforcement.
- 15) **HOLD HARMLESS AND RELEASE OF LIABILITY:** The Tripletail Championship and those associated are not responsible for any damages of any kind that may occur during the fishing contest.
- 16) **FEDERAL/STATE/LOCAL STATUES:** All anglers must follow all state and federal laws such as but not limited to maintaining active fishing licenses and permits, following all size and bag limits, navigating with proper kill switches, lights and floatation devices.
- 17) **RULE AMENDMENTS:** These rules are subject to amendment at any time as issues may be brought up to the Tournament Directors. It is the responsibility of the participants in the Tournament to stay up to date on any rule changes.
- 18) **WAIVER & RELEASE OF LIABILITY:** All participants must agree to these Rules and have read and agreed to the Waiver & Release of Liability Agreement which is attached as Exhibit A hereto in order to fish in the Tripletail Championship.

Please register through <u>https://app.fishingchaos.com/tournament/2023-tripletail-championship</u> Questions about the tournament or for sponsorship opportunites contact: Captain Jay O'Brien (251) 379-1420 jay@irishwakefishing.com Facebook: Tripletail Championship Group Instagram: Tripletail Championship

Questions about the rules or a Judge's ruling: (707) 400-8413 ttc@reeltm.com

#### EXHIBIT A WAIVER AND RELEASE OF LIABILITY AGREEMENT

- A. NAME AND LIKENESS RELEASE: By registering for the Tripletail Championship, the Angler grants to Tripletail, LLC the right to use all photographs, likenesses, stories, accounts, details of Angler contributions, exploits, interviews, bloopers, and information pertinent to the Tripletail Championship, as well as any video footage, photographs gathered at the Event, for marketing and promotional purposes. This release is granted without expectation for additional compensation upon submission of Tournament Registration.
- B. WAIVER AND RELEASE OF LIABILITY: As a condition of participation in the Tripletail Championship, and by virtue of registering for it, each Angler agrees to accept the terms and condition of the Tripletail Championship Waiver and Release of Liability Agreement. This Agreement absolves Tripletail Championship, LLC, its officers, staff, and volunteers from responsibility and threat of litigation in the case of injury, loss, or death sustained by an Angler in the Event. Anglers under the age of 18 must have their waiver/release form signed by the parent or their legal adult guardian who will accompany them throughout competition.
- C. **ADULT ANGLERS**: In consideration of being allowed to participate in any way in the Tripletail Championship, LLC's Tripletail Championship and its related competition and activities, I, the undersigned (or Angler), being at least 18 years of age, acknowledge, appreciate, and agree that:
  - 1. I affirm that my participation in the Tripletail Championship Event is voluntary and declare that I am physically fit and capable to participate in such; and
  - 2. I acknowledge that fishing participation and competition involve 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 the Tripletail Championship, Officers, Tournament Directors or contracted tournament management services.
  - 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 TRIPLETAIL CHAMPIONSHIP, LLC and its owners, officers, managers, officials, volunteer event staff, agents and/or

employees, other participants, sponsoring agencies, sponsors, advertisers, event service/management 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 Tripletail Championship Event.

### COVID-19

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions to which Tripletail Championship, LLC. (the "Organization") adheres.

### **COVID-19** Acknowledgements during any Physical Appearance at Tripletail Championship Sanctioned Events

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of the Organization that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 (including all variants) that may lead to paralysis or death.

I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 10 days.

I have not, nor any member(s) of my household, traveled internationally within the past 30 days.

I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 10 days or I have received a negative COVID Test since exposure.

### **COVID-19 Declarations**

Following the pronouncements above I hereby declare the following:

I am fully and personally responsible for my own safety and actions while and during may participation and I recognize that I may be in any case be at risk of contracting COVID-19.

With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees,

representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

- D. YOUTH ANGLERS: In consideration of being allowed to participate in any way in the Tripletail Championship, LLC's Tripletail Championship and its related competition and activities, I, the undersigned (or Minor Angler), being under the age of 18, acknowledge, appreciate, and agree that:
  - 1. I affirm that Minor Angler's participation in the Tripletail Championship Event is voluntary and declare that Minor Angler is physically fit and capable to participate in such; and
  - 2. I acknowledge that fishing participation and competition involve 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. Minor Angler (and Adult Parent, Guardian, or Designated Adult Supervisor) 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. Minor Angler willingly agrees to comply with the stated and customary Terms and Conditions for Participation. If, however, Minor Angler or Adult Supervisor observe any unusual significant hazard during my presence or participation, I will remove myself from participation and immediately bring such to the attention of the Tripletail Championship, Officers, Tournament Directors or contracted tournament management services.
  - 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 TRIPLETAIL CHAMPIONSHIP, LLC and its owners, officers, managers, officials, volunteer event staff, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, event

service/management 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 Minor Angler's participation in the Tripletail Championship Event.

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With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands,

actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT, AND AGREE TO IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.