

## Badlands Bass Bandits Membership Form / Liability Waiver



Name: \_\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_ Ph#: \_\_\_\_\_ Emerg. Ph# \_\_\_\_\_

By purchasing an annual club membership from the Badlands Bass Bandits (BBB) fishing club you are eligible to attend club events. These events include the following: club tournaments, meetings, picnics, campouts, club web site forum access and other club activities. As a member of the club, you have a voice and hold the right to vote on club decisions during club meetings. Club activities are not mandatory for any club member to attend or participate in.

Club tournament rules have been approved by the North Dakota State Game and Fish department, in addition to club tournament rules the club member(s) must abide by North Dakota State Game and Fish laws during tournament events. If club event location is outside of the state of North Dakota, club member(s) are required to adhere to that locations governing laws as well as the BBB tournament rules.

In conjunction to this membership form, the liability waiver must be read and signed prior to acceptance and participating in club activities. No one is allowed to partake in club activities nor will be recognized as a member/participate until the membership form has been completed and the liability waiver has been signed and approved by club officials.

### Participant Release of Liability – Read Before Signing

I/We, \_\_\_\_\_ (print name(s)) in consideration for permission to voluntarily participate in ANY event(s), and/or related activities conducted by Badlands Bass Bandits (“BBB”), either jointly or separately, I acknowledge, appreciate, and agree that: The risk of injury, disability, death, loss or damage to my person or property from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; AND, I have been advised by the event organizers and have had the opportunity to seek legal counsel with respect to the legal effect of this document; AND, I KNOWINGLY AND FREELY ASSUME ALL RISKS REFERRED TO ABOVE, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ORGANIZERS and/or, their officers, officials, directors, and/or other participants, and sponsoring agencies, sponsors, advertisers, their parent and affiliate companies and, if applicable, owners and lessors of premises and property used to conduct the event OR any others connected to the event (collectively “RELEASEES”), AND HEREBY ASSUME FULL RESPONSIBILITY FOR RISKS ARISING FROM MY PARTICIPATION; AND, I willingly agree to comply with the 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 bring such to the immediate attention of the nearest official; AND I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE,

INDEMNIFY, AND HOLD HARMLESS “RELEASEES”, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHICH I SUFFER OR WHICH I AM FOUND TO HAVE CAUSED IN WHOLE OR IN PART BY MY NEGLIGENCE OR INTENTIONAL MISCONDUCT, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR OTHERWISE, TO THE FULLEST EXTENT OF THE LAW.

I agree to submit, by signature on this document, to a polygraph or voice stress analysis examination. Hereinafter known as a truth verification test, and abide by its conclusion. Truth verification test(s) will be used at the organizer’s sole discretion, and administered by its agents. I understand that failure to pass the examination as determined by the event organizers will result in disqualification. Having fully acquainted myself with the tournament rules, I have completed this application and submit it for my entry. In signing this application, and by my presence at the event, I hereby agree to be bound by and comply with all tournament rules, participant release of liability and safety regulations. I expressly assume all risks associated with the tournament. If I am using a boat during the official practice or the event, I certify that I now have, or will obtain prior to the event, property damage\ watercraft liability insurance having a reasonable limit. Said insurance must cover injury and/or damage incurred in connection with the event. Upon request, I will provide satisfactory evidence of said insurance. I hereby

wave my rights of privacy or publicity with regard to the unconditional right to use my name, voice, photographic likeness, video and biographical information and fishing tips and instructions in connection with any reproduction of same, video\audio productions and\or articles and press releases by the event organizers, their parent or affiliate companies, and those acting under their permission, anywhere at any time, through any medium or media. I shall not be entitled to receive any royalties or other compensation in connection with such use. I further understand and agree that the tournament officials reserve the right to reject my application for any reason whatsoever.

**The Participant(s) signifies by their signature below that they have read and understands the foregoing provisions.**

Angler/Member: Dated\_\_\_\_\_Age\_\_\_\_\_Signed:\_\_\_\_\_ (Signature required)

**Parents/Guardians of Minority Age Participants:** This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities, incidents to my minor child's (under 18) involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE of the Releasees, to the fullest extent permitted by law.

X\_\_\_\_\_

A - PARENT/GUARDIAN'S SIGNATURE EMERG. PH # (s) : \_\_\_\_\_ Date \_\_\_\_\_

X\_\_\_\_\_

B - PARENT/GUARDIAN'S SIGNATURE EMERG. PH # (s) : \_\_\_\_\_ Date \_\_\_\_\_

X\_\_\_\_\_

C – PARENT/GUARDIAN'S SIGNATURE EMERG. PH# (S): \_\_\_\_\_ Date \_\_\_\_\_

**Fee:**

- **Annual Membership:** \$25.00 /person (16 years of age or older)
- **Under 16 years of age** are not required to pay an annual membership fee.

**Make Checks Payable to:** Badlands Bass Bandits

**Mail to:** Paul Reinbold 175 River St Gladstone, ND 58630

-----Do Not Write Below this Line (office use only) -----

New Member / Current Member

**Paid:** Yes / No

**Payment method:** Check / Cash / Electronic

**Total amount:** \$ \_\_\_\_\_

**Notes:** \_\_\_\_\_