

# **Angler Participation and Waiver Agreement (APWA) Information**

## **1. COMPLIANCE**

This Angler Participation and Waiver Agreement and the GEORGIA B.A.S.S. FEDERATION NATION, INC., DBA GEORGIA BASS NATION Tournament Rules, a copy of which is attached hereto and incorporated by reference, (the Participation and Waiver Agreement and Official Rules collectively referred to herein as the "Agreement") sets forth the terms and conditions upon which I will be permitted to participate in any or all GEORGIA BASS NATION Tournament Events (the "Tournament Series") during the present calendar year. By signing this Agreement, the undersigned (referred to as "I" or "Angler"), hereby agree to be bound by and comply with the provisions thereof. I also agree to abide by and comply with the GEORGIA BASS NATION Angler Code of Conduct, and all other guidelines, regulations, payment schedules and instructions communicated to me in writing by GEORGIA BASS NATION. I affirm that I am a member in good standing with B.A.S.S., B.A.S.S. Nation and GEORGIA BASS NATION. I am physically fit and that there are no health-related reasons or problems which preclude my participation in the Tournament Series.

## **2. RELEASE OF LIABILITY; INDEMNIFICATION**

- 2.1. I expressly assume all risks associated with my participation in the Tournament Series and for myself, my executors, administrators, heirs, next of kin, successors and assigns, I hereby waive, release and discharge GEORGIA B.A.S.S NATION, its affiliates and subsidiaries, the hosts, sponsors and Tournament Series officials ("Released Parties") from any and all losses, liabilities, claims, damages and expenses (including without limitation, attorney's fees and related costs), of any kind (hereinafter "Claims") arising out of or in connection with my participation in the Tournament Series, including but not limited to Claims involving, death, disability, personal injury and/or property damage. I hereby INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the Released Parties for any and all Claims arising as a result of my participation in this Tournament. I acknowledge that this Tournament may carry with it the potential for death, serious injury, illness and/or possible exposure to COVID-19 or other communicable diseases and personal loss. The risks may include, but are not limited to, those caused by water conditions, temperature, weather, equipment, actions of other people including, but not limited to, participants, volunteers, and spectators. This release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I shall indemnify, defend, and hold harmless the Released Parties against all Claims, whether or not a lawsuit or other proceeding is filed, to the extent that they arise out of : (1) my breach of the terms of this Agreement, (2) gross negligence, or willful misconduct by me, my agents or those acting on my behalf; (3) my violation of any applicable law, ordinance, rule, or regulation, including but not limited to all rules and guidelines applicable to Tournament Series events; (4) breach of any warranty provided by me to Released Parties hereunder. I shall provide GEORGIA B.A.S.S NATION with prompt notice of any claim and give complete control of its defense and settlement to GEORGIA B.A.S.S NATION. I shall also cooperate in all reasonable respects with GEORGIA B.A.S.S NATION its insurance company, the Released Parties (as applicable) and their legal counsel in the defense of such claim. If I fail to promptly indemnify and defend a covered claim, the Released Parties shall have the right to defend themselves, and in such case, I shall promptly reimburse the Released Parties, for all of their associated costs and expenses.

## **3. GRANT OF RIGHTS**

- 3.1. I hereby irrevocably grant permission to GEORGIA B.A.S.S NATION and B.A.S.S. and its affiliates and subsidiaries, the successors of each of the foregoing, and each of their respective agents, licensees, and assigns and those acting under their permission or upon their authority (collectively, the "Licensees"), in perpetuity, a worldwide, non-exclusive, royalty-free, fully paid up license to reproduce, display, exhibit, publish, broadcast, distribute, and otherwise use, and permit others to use, my name, image, nickname,

initials, symbols, likeness, signature, photograph, voice, statements, biographical material, and any and all attributes of my personality and appearance (collectively, my "Identity") in materials created in connection with my participation in the Tournament Series (collectively, the "Materials"), alone or with other materials, in connection with the promotion of GEORGIA B.A.S.S NATION and B.A.S.S., the Tournament Series and any other events staged by GEORGIA B.A.S.S NATION and B.A.S.S., in any and all manner and media now known or hereafter devised, including without limitation, in print, on television programs, websites owned by or affiliated with the Licensees, on third-party websites, in social media channels, in public relations materials and for any lawful purpose in its sole discretion. During Tournament Series I agree to promptly and fully comply with all filming, camera location and other rules, guidelines and instructions of B.A.S.S. or GEORGIA B.A.S.S NATION.

3.2. I hereby warrant that I have the right to make this release and that my granting this release and the rights conveyed thereby will not infringe the rights of any third party. I represent and warrant that I have or shall obtain any rights and permissions from all third parties sponsoring or affiliated with me needed by B.A.S.S. or GEORGIA B.A.S.S NATION (the "Third Party Rights") to effectuate the grant of rights set forth in paragraph 3.1. These Third Party Rights from sponsors and affiliates shall grant B.A.S.S. or GEORGIA B.A.S.S NATION the right to utilize such third party logos, insignia, trade dress or other intellectual property (collectively "Third Party IP") shown in any Materials featuring me, or otherwise in connection with B.A.S.S.'s or GEORGIA B.A.S.S NATION's use of my Identity as set forth in paragraph 3.1. Provided that such Third Party IP is only shown in conjunction with my Identity, (for example, on apparel worn by me or on items used by me), B.A.S.S. or GEORGIA B.A.S.S. NATION shall not be required to seek approvals from such Third Parties.

3.3. I acknowledge that the Licensees have no obligation to use the Materials or my Identity. I hereby waive any right that I may have to inspect or approve any finished product or the use to which it is applied and I agree no further approval is required for the Licensees to use any Materials or my Identity and that the Licensees will not be liable to me for any distortion or illusionary effect resulting from the exhibition, publication or broadcast of the Materials or my identity. I acknowledge and agree that no further payment or consideration will be due to me for B.A.S.S.'s or GEORGIA B.A.S.S NATION's use of the Materials or my Identity as authorized herein.

3.4. I acknowledge that all right, title, and interest in and to the Materials, including without limitation all copyrights and trademark rights, shall be the sole and exclusive property of B.A.S.S. and GEORGIA B.A.S.S NATION and that B.A.S.S. or GEORGIA B.A.S.S NATION has the unlimited right throughout the universe to edit, modify, and otherwise use such Materials. With regard to the Licensees' exploitation of the rights granted hereunder, I, on behalf of myself and my heirs, executors, administrators and assigns, hereby irrevocably (a) release, discharge and waive all claims, demands, losses and liabilities of any nature against the Licensees that I, my heirs, executors, administrators and assigns had, now have, or hereafter may have, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like, and (b) covenant not to make any claims against any of the Licensees.

3.5. During the Tournament Series, and subject to compliance with B.A.S.S. or GEORGIA B.A.S.S NATION guidelines,

B.A.S.S. or GEORGIA B.A.S.S NATION hereby grants to the undersigned Angler, the right to create, use and publish Angler created materials ("Angler Materials") such as still photos and video shot by Angler, on Angler's website and social media channels.

#### **4. INSURANCE**

I represent and warrant that I now have or will obtain prior to the tournament series, boat owners (WLI) Watercraft Liability Insurance (including coverage for third party property damage and bodily injury) with no "tournament exclusion," having a minimum limit of \$300,000 per occurrence OR an alternative to the \$300,000.00 coverage is if the boat owner has a one million dollar minimum "UMBRELLA" Liability Policy then she/he is only required to have \$100,000 WLI policy coverage.. The insurance must be issued by a reputable insurer rated A or better by A.M. Best and Company. I shall provide Georgia B.A.S.S. Nation with satisfactory evidence of that insurance prior to my participation in any tournament event OR at any time requested by Georgia B.A.S.S. Nation.

- 4.1** If I am **not** the legally registered owner of the boat being used for the tournament series, I represent and warrant that I have completed or will complete prior to the tournament series, the on-line form titled "Borrowed Boat: Permission to Use" and comply with the stated insurance requirements set forth therein. I shall provide Georgia B.A.S.S. Nation with satisfactory evidence of the completed form and insurance prior to my participation in any tournament event or at any time requested by Georgia B.A.S.S. Nation.

#### **5. MISCELLANEOUS**

- 5.1 I represent and warrant that I now have or will obtain prior to the tournament series, a valid and active GDNR Certificate of Boat Registration OR applicable state of registration.
- 5.2 I represent and warrant that I now have or will obtain prior to the tournament series, a valid and active GDNR Fishing license for the date(s) required for the tournament series.
- 5.3 I represent and warrant that I will have or will obtain prior to the tournament series, as required by law (All operators born after January 1, 1998, must have passed a boater education course approved by the Department of Natural Resources and have card on board to operate any vessel), an endorsement of having passed a boater safety course and provide proof thereof, regardless of age.
- 5.4 Contingency Programs. Contingency programs are sponsor-funded programs developed to reward Anglers based on a predefined set of criteria. Participation in contingency programs is at the Angler's discretion.

#### **6. LEGAL**

- 6.1 Truth Verification Test. By registering and signing the Participation Agreement, Angler agrees to submit to a truth verification test and abide by its conclusion should he/she be accused of a rule violation.
- 6.2 Communication. Angler must provide Georgia B.A.S.S. Nation with a current e-mail address. Angler agrees that delivery of any notice, communication, guideline or instruction to Angler via email shall constitute notice to Angler and shall comply with any notice requirements set forth herein. Angler must also provide a personal cell number capable of receiving text messages from Georgia B.A.S.S. Nation.
- 6.3. Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by and interpreted in all respects in accordance with the substantive laws of the state of Georgia, without regard to its choice of law and/or conflicts of law principles. Angler irrevocably agrees that any disputes directly or indirectly arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located Walton County, Georgia, and consents to such venue and to the exclusive jurisdiction of any such court over any such dispute.
- 6.4. Miscellaneous. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings, and/or agreements relating to the subject matter hereof. This Agreement may not be modified except by an instrument in writing signed by both parties. In signing this

document, I am not relying on any promises, representations or other statements that are not contained in this Agreement.

- 6.5. Electronic Signature. The execution of this document by electronic mail or by any other electronic or digital means shall be deemed to constitute effective execution of this document. Any signature transmitted by facsimile, email or other electronic or digital means shall be deemed an original signature for all purposes.
- 6.6. Requirement for Consent of Parent or Guardian. If I am under the age of majority in the state in which I reside, I understand that I must have the consent of my parent or guardian to participate in the tournament series. I agree to provide accurate and complete information to

Georgia B.A.S.S. Nation to facilitate Georgia B.A.S.S. Nation's efforts to secure such consent. I acknowledge that my failure to provide accurate information or secure consent from my parent or guardian may result in my disqualification from the Tournament Series.