

PARTICIPANT RELEASE OF LIABILITY

READ BEFORE SIGNING

IN CONSIDERATION for permission to voluntarily participate in the Q NEXT GENERATION Tournament, its related events, programs, and activities (collectively, the **"Tournament"**), I acknowledge, understand, consent and agree to the following:

I understand and acknowledge my participation in the Tournament involves dangerous activities and inherent risks, including but not limited to: (a) possible equipment failure and/or malfunction of my own or others' equipment which may have been rented, borrowed or personally owned; (b) hazards related to using boats and other water-borne vessels and fishing from a vessel and/or shoreline, such as collision, drowning, capsizing, sinking, impact of the body upon striking the water, or other hazards that may result in wetness, injury, exposure to elements or marine life forms; (c) cold weather and heat related injuries and illness, such as, heat exhaustion or stroke, sunburn, hypothermia and dehydration; and (d) my own negligent acts or omissions and the negligent acts or omissions of other persons in the Tournament, which may result in personal injury, loss or damage to my person or property — **INCLUDING THE POTENTIAL FOR SERIOUS DISABILITY AND DEATH.** I acknowledge that these risks may result from or be compounded by the actions, omissions, or negligence of Releasees or others, including negligent emergency response or rescue operations. Furthermore, although particular rules, equipment, and personal discipline may reduce these risks, the risk of serious injury remains; **AND**

I am also aware of the contagious nature of infectious bacterial and viral diseases, including the novel coronavirus ("**COVID-19**"), which has been declared a pandemic and can reportedly be spread by people without symptoms and which has been shown to cause serious and potentially life-threatening illnesses and even death. I understand and acknowledge that my participation includes the possible exposure to and illness from infectious diseases, including but not limited to COVID-19; **AND**

I VOLUNTARILY PARTICIPATE IN THE TOURNAMENT AND KNOWINGLY AND FREELY ACKNOWLEDGE THE DANGERS INVOLVED, INCLUDING THE RISKS OF ILLNESS, INJURY, DISABILITY, DEATH AND/OR PROPERTY DAMAGE. I HEREBY ACCEPT AND ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE TOURNAMENT HOST(S) AND THEIR OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, AND/OR EMPLOYEES; TOURNAMENT OFFICIALS; OTHER TOURNAMENT PARTICIPANTS; TOURNAMENT SPONSORING AGENCIES; TOURNAMENT SPONSORS AND ADVERTISERS, AND THEIR PARENT AND AFFILIATE COMPANIES; TOURNAMENT VENDORS; OTHER TOURNAMENT-RELATED PARTIES; AND, IF APPLICABLE, OWNERS AND/OR LESSORS OF PREMISES AND PROPERTY USED TO CONDUCT THE TOURNAMENT (all collectively referred to as the **"Releasees"**); **AND**

I have read, understand and accept all rules, term and conditions for participation in the Tournament (collectively, the **"Rules"**), and I willingly agree to comply with these Rules. If, however, I observe any unusual, significant hazard during my presence or participation in the Tournament, I will remove myself from participation and bring such hazard to the immediate attention of the nearest Tournament official; **AND**

I, INDIVIDUALLY, AND ON BEHALF OF MY HEIRS, ISSUE, PERSONAL REPRESENTATIVES, NEXT OF KIN, SUCCESSORS AND ASSIGNS, HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST RELEASEES AND THEIR SUCCESSORS AND ASSIGNS, ON ACCOUNT OF INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE TOURNAMENT, WHETHER ARISING OUT OF THE ORDINARY NEGLIGENCE OF ANY RELEASEES THEIR SUCCESSORS AND ASSIGNS OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST RELEASEES OR THEIR SUCCESSORS AND ASSIGNS, AND FOREVER RELEASE AND DISCHARGE THE RELEASEES AND THEIR SUCCESSORS AND ASSIGNS FROM LIABILITY UNDER SUCH CLAIMS; **AND**

I agree to defend, indemnify and hold Releasees harmless against any and all losses, claims, demands, fines, actions, suits, procedures, costs, expenses (including reasonable attorneys' fees), damages and liabilities arising out of or resulting from any claim related to my participation in the Tournament, including any claim related to my negligent or intentional conduct; **AND**

I hereby consent and grant permission to the Releasees the right to publicize, capture video, capture photographs, and broadcast my full name, biographical information, likeness, character, voice, the fact that I was a participant and/or prize winner in the Tournament, any fishing tips and instructions, and all matters incidental to my registration, presence and participation in the Tournament (hereafter, **"Participant Characteristics"**). Such rights to my Participant Characteristics are given regardless of the means or media employed by the Releasees to publicize, capture video, capture photographs or broadcast my Participant Characteristics. Further, I hereby waive any and all rights to privacy and publicity I have with regard to the unconditional use of my Participant Characteristics. I further agree that I am not entitled to receive any editorial control of such use, notice of such use, nor am I entitled to royalties or other compensation in connection with use of my Participant Characteristics; **AND**

By signing this Release, I agree to submit, to a polygraph examination and/or voice stress analysis examination (collectively the **"Truth Verification Exam"**), administered at the sole discretion of Tournament officials, for any purpose in relation to my presence at and/or participation in the Tournament, and to abide by the conclusion(s) of such examination. Truth Verification Exam(s) will be administered by Tournament Hosts or agents thereof, in their sole discretion. I understand that failure to pass the Truth Verification Exam as determined by Tournament officials will result in disqualification from the Tournament; **AND**

I understand that it is my sole responsibility to acquire all necessary licenses, titles and insurance in order to legally participate in the Tournament. If I am using a boat or other watercraft during the official practice or the Tournament, I certify that I now have, or will obtain prior to the Tournament, property damage/watercraft liability insurance having a reasonable limit, issued by a reputable insurer rated A or better from Fitch Ratings, Moody's Investor Service, Inc. or Standard & Poors. Said insurance must cover injury and/or damage incurred in connection with the event. Upon request, I will provide satisfactory evidence of said insurance. Furthermore, I understand and acknowledge that if I receive any prize from my participation in the Tournament, I am solely responsible for paying all local, state and federal taxes for such prize; **AND**

I understand and agree that any and all lawsuits or legal claims brought by me or on my behalf against Releasees, arising from my presence at and/or participation in the Tournament will be brought in the state or federal courts of the State of Oklahoma. Furthermore, I acknowledge that, should it

become necessary to enforce any portion of this Release, I agree to pay the reasonable attorneys' fees and costs thereby expended; **AND**

Notwithstanding anything set forth in this Release to the contrary, I hereby waive any and all subrogation claims by any insurer against Releasees, their respective agents, officers and employees, for any and all injury, disability, death, loss or damage to person or property, as well as to any and all claims, demands, damages, actions, suits, procedures, costs, expenses (including reasonable attorneys' fees), damages and liabilities, or any other cause, to the extent such loss or damage could be insured against under the terms of any applicable insurance policy or policies, or to the extent which I or another party may be reimbursed as a result of other insurance coverage affecting any loss suffered by myself or by Releasees, regardless of cause or origin, including the acts, omissions, or negligence of Releasees, or their respective agents, officers, contractors and employees. Provided, however, that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost, the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect); **AND**

If I am signing this Release as a parent or guardian with legal responsibility for a participant who is my child or ward, I understand and acknowledge that all references herein to "I," "my," "myself," and any other first-person references shall include the child or ward for whom I sign. Furthermore, I understand I must also agree to and sign the terms and conditions below designated "For Parents/Guardians of Participants Less Than 18 Years of Age at Time of Registration" in order for my minor child or ward to be considered for participation in the Tournament.

Having fully acquainted myself with the Tournament Rules, I have completed this Release of my own free will and submit it contemporaneously and in conjunction with my application for entry in the Tournament. By signing this Release, and evidenced by my presence at the Tournament, I hereby agree to be bound by and comply with the terms of this Release; all local, federal, state law, rules and regulations; and all Tournament Rules. I expressly assume all risks associated with my participation in the Tournament. I further understand and agree that the Tournament officials may reject my application for any reason whatsoever.

By signing below, the Participant(s) signify that they have carefully read and understand all of the foregoing provisions, that the Participant(s) signed by their own free will, that Participant(s) understand that this Release is a legally binding and enforceable contract and are VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE RELEASEES, and Participant(s) intend for their signature to be a complete and unconditional release of all rights and liability, as described herein, to the fullest extent allowed by law.

Angler A- _____
Dated _____ Age _____ Signed _____

Angler B - _____
Dated _____ Age _____ Signed _____

Boat Captain- _____
Dated _____ Age _____ Signed _____

FOR PARENTS/GUARDIANS OF PARTICIPANTS LESS THAN 18 YEARS OF AGE AT TIME OF REGISTRATION

My signature below is to certify that I, as parent/guardian with legal responsibility for the participant(s) named on this Release who are less than eighteen (18) years of age, do consent and agree to his/her release as provided in this Release of all the Releasees, and, for myself, my heirs, issue, personal representative, next of kin, successors, and assigns, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's or ward's involvement or participation in the Tournament as provided in this Release, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Signature: _____

Printed Name: _____

Emergency Number _____

Date: _____

X _____

ANGLER A - PARENT/GUARDIAN'S SIGNATURE

Signature: _____

Printed Name: _____

Emergency Number _____

Date: _____

X _____

ANGLER B - PARENT/GUARDIAN'S SIGNATURE