

## **ABA WAIVER & MEMBERSHIP FORM**

This 'Waiver and Release' covers all 2023 through 2024 'American Bass®' Season Year and/or Calendar Year Tournaments and Events. All contestants must read, understand, agree to and sign this waiver prior to participating in any American Bass® event. In consideration of the acceptance of my entry in any and all 2023 through 2024 American Bass® Season Year and/or Calendar Year Tournaments and events, I hereby waive, release and forever discharge any and all rights and claims and damages which I may have or which may hereafter accrue to me against American Bass®, and all other promoters and sponsors of these events, the promoting clubs and organizations, officials, all municipalities, special districts and properties through which these events will be held or their respective officers, agents, representatives, successors, and/or assigns to any and all damages which may be sustained or suffered by me in connection with said associations with, and/or damages arising out of my traveling to, participating in or returning from these events. This includes any potential exposure to any illness or virus associated with travel to and from and during any and all parts of any American Bass event. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death, by participating in any American Bass event, you voluntarily assume all risks related to exposure to COVID-19.

By signing this 'Waiver and Release' I am stating that I have read, and I understand all rules for American Bass® events. All members must provide a tax Social Security Number for tax purposes. American Bass utilizes several forms of communication methods including websites, social media, emails and texting. American Bass does not use standard mail to communicate rules or other program information. It is the responsibility of each individual to obtain program information (including sponsor contingency programs), event information, rule information, etc. through the methods utilized by American Bass. American Bass can always be reached by phone to update contact information or to verify current communication methods. (714) 423-4532.

Any contestant who displays poor sportsmanship and/or misconduct and/or violates any rules and/or violates the state fishing laws or lake rules, as determined by American Bass, may be disqualified and/or excluded from membership in American Bass. This includes conduct on and off the water, including improper fishing techniques, illegal fishing techniques, misconduct in and around the host facilities for any event including hotels, casinos, retail establishments, on-line, etc. Misconduct is a bad reflection on organized fishing, American Bass and the American Bass sponsors. This also includes public speech and/or postings that are deemed detrimental to American Bass, its sponsors, and/or the sport of fishing in general. Misconduct may be deemed, by American Bass, as an infraction of American Bass sportsmanship rules and is grounds for disqualification from any event and/or may result in exclusion from membership in American Bass. Any angler who engages in improper or illegal fishing techniques, either during a competition or not, may be disqualified from any event and/or excluded from membership in American Bass. American Bass shall make the determination as to any sportsmanship, improper fishing techniques and/or misconduct issue. American Bass reserves the right to refuse and/or revoke membership in American Bass to anyone, at any time. If American Bass Membership is revoked during a season, that angler loses their right to continue competing in any future events.

Qualification for any Special Event or Championship is dependent on the angler being a "member in good standing" on the date of that event. I understand, per rule #1, that if I am involved in a protest or rules violation that the results of the event are pending the review of the head tournament director of American Bass® to be completed within 72 hours of the event or upon completion of the investigation. I also understand that if I am involved in the dispute that I may be asked to submit to "Truth Verification" examinations. I therefore agree to submit to any and all requests by American Bass® for "Truth Verification" examinations and agree to abide by the outcomes of these examinations, including the return of any awards that may have been distributed at the event in question. I also understand that if a dispute requires that "Truth Verification" examinations be administered, the official results of the event are pending the outcome of the "Truth Verification" examinations and any other investigations. Any member who declines a request to take a "Truth Verification" examine pertaining to tournament rule adherence or other fishing related activities may permanently lose membership status with American Bass®. American Bass® reserves the right to request any American Bass® member to submit to a "Truth Verification" examine pertaining to tournament rule adherence or other fishing related activities at any time. This questioning may or may not involve a current dispute or investigation. American Bass® may choose to report rule violations to authorities for criminal prosecution. Disrespect and or defamation to American Bass as a company, any tournament staff member, or sponsors of American Bass, may result in immediate disqualification, or loss of membership privileges with American Bass. This includes the elimination of any and all points an individual may have accrued during an active season. I understand that some events require qualification criteria to participate.

I agree to only register for events that are "open" registration or events I have qualified for. It is mandatory to provide American Bass with complete and correct name, address, and Social Security number information for tax purposes. Providing incorrect and/or incomplete information is grounds for denial of membership and denial for participation in any/all American Bass events. Registering for events where I am not qualified to participate jeopardizes my membership status with American Bass. All prize offerings are dependent on manufacturer and/or sponsor support.

I understand and agree that it is not the responsibility of American Bass® or any tournament sponsor to provide assistance in on-the-water repairs or rescues at any time. Each contestant shall provide their own on-the-water assistance if needed. American Bass® and its sponsors are not responsible to assure that any contestant has returned at the end of any contest. I attest and verify that I am physically fit, am enjoying good health and have sufficient expertise for participation in this event. I understand that fishing and hunting are physically strenuous activities and that I will be exerting myself during any American Bass® event, and if injured as a result of a heart attack, panic, hyperventilation, etc. that I expressly

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assume the risk and all expenses and liabilities incurred by said injury/illness. I agree to abide by the rules and regulations of these events and all boating and vehicle laws. I understand that boats equipped with motor horsepower in excess of factory and or B.I.A. Rating are in violation of Coast Guard Regulations.

Boat owners are required to have proper boat insurance that allows tournament participation. All participants are required to have a minimum of \$300,000 liability insurance on the boat policy.

Participation in American Bass® events grants American Bass® and its sponsors unlimited rights to use any photos of contestants, photos of fish caught, accounts, or interviews with contestants for social media, promotional, and advertising purposes and event coverage. The use of these photos may include the editing out of competitive fishing organizations or competitive manufacturers names and or logos that may appear in the photo either worn by the angler or in view of the photo. By joining and/or participating in any American Bass event you are giving permission to American Bass to contact you via mail, email, text, voice message. American Bass® reserves the right to refuse membership in American Bass to anyone at any time.

I understand the activity of boating has inherently dangerous. I also understand that the bodies of water that I participate on may become dangerous due to weather or other boating conditions. I agree to take sole responsibility to choose if I launch and participate in any American Bass event. I am choosing, under no duress, to launch and participate in any American Bass event. No matter the conditions at the onset of the event or conditions that may develop during the event, I am responsible for the safety of myself, anyone in my vessel and my vessel. American Bass and the sponsors of any event are not responsible for your safety, your boat operations, your conduct, or any dangers that you may encounter during any American Bass event. American Bass will provide you with a full refund of event entry fees paid for any event that you deem unsafe, prior to your launching of your vessel. American Bass officials will make decisions if an event will be conducted based on a number of safety conditions. There is no liability in this decision as any angler may disagree and is welcome to not participate and receive a refund.

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 American Bass (the "Organization") adheres.

COVID-19 Acknowledgements 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 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 14 days. I have not, nor any member(s) of my household, traveled by sea or by air, internationally within the past 30 days. I did not, nor any member of my household, visit any any area within the United States that was reported to be highly affected by COVID-19, in the last 30 days . I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 30 days. 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.ice 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 SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SSN: \_\_\_\_\_

IRS requirement because ABA offers cash prizes.

MOBILE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

Email to: [abanevada@gmail.com](mailto:abanevada@gmail.com)