

Beaver Classic

Member/Guest Liability Waiver

Members and guests should complete this form.

A Parent / Legal Guardian's Signature is Required if Member or guest is Under Age 18.

In return for being permitted to participate in programs and events organized by Beaver Classic (hereinafter "Organization"), including any activities incidental to such participation (hereinafter "Organizational Activities"), the undersigned **Member/Guest, or Parent / Legal Guardian of a minor Member/Guest** (hereafter referred as "I", "me", or "my") releases and agrees not to sue Organization or its officers, directors, members, employees, sub-contractors, sponsors, agents, and/or other volunteers (collectively "Organization") from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, sickness, personal injury, or wrongful death arising as a result of my participation in the Organizational Activities wherever, whenever, or however the same may occur.

I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

Member/Guest Participation. I, the Member/Guest, understand that my participation in the Organizational Activities will be uncompensated, and that I am serving as Organization's Member or guest. I know that I am not Organization's employee and nothing in this agreement shall be interpreted or construed as creating or establishing an employer-employee relationship. I am not entitled to receive a salary, wage, benefits, or any other type of compensation for my participation in the Organizational Activities. Moreover, I understand that I do not qualify for workers' compensation or unemployment benefits. I agree to provide services without entitlement to a remuneration and to devote such time as is reasonably necessary to participate in the Organizational Activities.

Waiver and Release. I, the Member/Guest, understand that participation in the Organizational Activities involves certain risks, including, but not limited to, personal injury. I am voluntarily participating in the Organizational Activities with knowledge of the danger involved and I agree to accept all risks of participation. I release and forever discharge and hold harmless Organization and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which may hereafter arise from my participation with Organization and its events.

Medical Treatment. I hereby release and forever discharge Organization from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during my time with the Organization.

Assumption of the Risk. I understand that my time with the Organization may include activities that may be dangerous to me, including, but not limited to: engaging in outdoor athletic activities, using fishing hooks or other equipment for outdoor activities, operating boats/cars, and/or using tools. I hereby expressly and specifically assume the risk of injury or harm in the Organizational Activities and release Organization from all liability for injury, illness, death, or property damage resulting from the activities of my time with Organization. I also agree to indemnify and hold harmless Organization for all claims arising out of my participation in the Organizational Activities.

Insurance. I, the Member/Guest, understand and expressly waive any claims for compensation or liability on the part of Organization beyond what may be offered freely by the representatives of Organization in the event of such injury or medical expense. I also acknowledge that Organization has not arranged and does not carry any insurance of any kind for my benefit or that of my parents, guardians, trustees, heirs, executors, administrators, successors, and assigns. I represent that, to my knowledge, I am in good health and suffer no physical impairment that would or should prevent my participation in the Organizational Activities.

Background Check. I, the Member/Guest, authorize Organization to conduct a standard background check if legally required or reasonably requested.

Conduct. I, the Member/Guest, acknowledge and agree that I will abide by all laws, rules, regulations, and procedures of state and federal law while carrying out the Organizational Activities. In addition, I will abide by all of Organization's rules, regulations, procedures, and standards of conduct. I further agree to act courteously at all times to any and all individuals with whom I have contact, including but not limited to persons benefiting from the Organization's programs, as well as other participants, and to account for any money, books, records, goods, or other property entrusted to me by the Organization, if any. Further, I hereby acknowledge and represent that, in performing the Organizational Activities, I will not disparage or otherwise damage the reputation or goodwill of the Organization or that of any partner organization.

Other. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State Minnesota in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Minnesota. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I also understand that this document is a contract which grants certain rights to and eliminates the liability of Organization.

Photographic Release. I grant irrevocably and absolutely to Organization all right, title and interest in any and all photographs, video or audio recordings of me or including my image or voice whether original or altered in any way (collectively "Photographs"), that are made by Organization during my Organizational Activities with Organization, including, but not limited to, the right to use the Photographs for any purpose whatsoever in any form and to any royalties, proceeds or other benefits derived from them.

Fishing Affidavit. I attest that I will follow all MN DNR fishing regulations and all Organization's fishing derby rules and guidelines. Winning fish will be caught only in eligible waters of Lake Darling, Alexandria, MN in compliance with all of the Organization's event rules and all federal, state, and local regulations.

MEMBER/GUEST INFORMATION

Check here if Member/Guest is under age 18

Member/Guest's Name: _____

Member/Guest's Address: _____

Member/Guest's Number: _____ Member/Guest's Email: _____

EMERGENCY CONTACT INFORMATION

Name: _____

Relationship to Member/Guest: _____ Number: _____

I HAVE READ THIS FORM AND UNDERSTAND THAT BY SIGNING BELOW I AM GIVING UP LEGAL RIGHTS AND REMEDIES. I AM SIGNING THIS FORM FREELY AND WILLINGLY.

THIS FORM MUST BE SIGNED ON AN ANNUAL BASIS AND APPLIES FROM JANUARY 1 TO DECEMBER 31.

Signature: _____ Date: _____

Printed Name: _____