

## RELEASE AND WAIVER

Reel Yak Fishing (the "Foundation") plans to host a Pro-Am Tournament on or about October 20, 2018 in or around Lake Wallenpaupack waterways and certain other activities and events related thereto (collectively, the "Event"). As a material inducement and a condition precedent to the Foundation agreeing to allow the undersigned to participate in whole or in part in the Event, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees and consents to the following terms, conditions and provisions.

The undersigned acknowledges, agrees and fully understands that there are inherent dangers in connection with the activities associated with or that may (voluntarily or involuntarily) take place during the Event including, without limitation, boating, fishing, swimming, water sports, water rescue, navigation around or through water hazards, and other activities and conditions associated with or that may occur (whether planned or unplanned) during or in connection with the Event (collectively, the "Activities") and that the risks associated with these Activities may be greater if poor weather, lightning or other hazardous conditions due to rough waters, presence of marine life forms and insects, other boat and large vessel traffic or debris in the waterways are experienced during or in connection with the Event.

I acknowledge and understand that the Activities and the use of any equipment made available during the Event have inherent dangers and the use thereof and the participation in the Event and any Activities associated therewith requires physical exertion and I realize that there is a high level of risk of physical injury which may be incurred when while engaging in these Activities. I hereby certify that I am in good physical condition and have adequate health insurance to cover any injury that I may sustain during or as a result of participating in the Event or any associated Activities.

I agree to follow any and all instructions, recommendations and cautions of the Foundation or its agents at times during the Event, including, without limitation, instructions for the operation of fishing equipment, boats, and personal flotation devices.

I, on behalf of me and my spouse, next of kin, personal representatives, heirs and beneficiaries, hereby agree to forever hold harmless, waive and fully release the Foundation and its Affiliates (as defined below) as well as the Foundation's and the Affiliates' respective sponsors, endorsers, officers, directors, shareholders, members, managers, officers, affiliates, employees, contractors, agents, attorneys, and staff (each a "Released Party" and, collectively, the "Released Parties") from and against any and all liability, losses, damages or claims whatsoever pertaining to my participation in the Event or any related Activities including, without limitation, bodily injury or death and whether or not caused by the negligence or other acts or omissions on the part of any of the Released Parties. As used in this Agreement, "Affiliate" means Reel Yak Fishing, Ryan Matylewicz and any person or entity who controls, is controlled by, or is under common control with the Foundation. I hereby consent to receive medical treatment which may be deemed necessary in the event of any illness, accident or injury or medical emergency resulting from or in connection with my participation in the Event or any related Activities and I understand that I am solely responsible for all costs related to such medical treatment and/or medical transportation.

I waive my insurers' right to make a claim against any of the Released Parties based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against any of the Released Parties. Furthermore, I hereby voluntarily agree and covenant not to sue any Released Party and voluntarily waive the rights to pursue any lawsuits or other legal redress against the Released Parties.

I hereby agree, jointly and severally, to pay and reimburse the Released Parties for all costs, damages and expenses that the Released Parties' suffer as a result of my failure to abide by the terms of this document including, without limitation, all attorneys' fees and other costs and expenses incurred by Released Parties in defending any action brought by or on behalf of any of the undersigned or in connection with the Released Parties' enforcement of this Release and Waiver. This document is governed by the laws of the

State of Pennsylvania without giving effect to its conflicts of law provisions.

IN SIGNING THIS DOCUMENT, THE UNDERSIGNED HEREBY ACKNOWLEDGES AND AGREES THAT THAT HE OR SHE HAS READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND ITS TERMS AND HEREBY FREELY AND VOLUNTARILY SIGN THIS DOCUMENT AT THEIR OWN FREE WILL AND ACT. THE UNDERSIGNED FURTHER ACKNOWLEDGES THAT THEY ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE FOUNDATION, ITS AFFILIATES AND OTHER PERSONS OR ENTITIES.

I represent that I am over the age of eighteen (18) years and have read and understand the contents of this agreement.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release and Waiver.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_

#### **PUBLICITY CONSENT AND ASSIGNMENT**

I hereby grant the Foundation and its Affiliates permission to use and publicly display my name, image and likeness as well as any testimonials or other statements that I provide and all materials created by or on behalf of the Foundation (collectively, the "Materials"). I hereby acknowledge and consent to the use of any or all Materials by the Foundation and its Affiliates on their websites and for any other marketing or promotional purposes.

I acknowledge that I will receive no compensation from the Foundation other than any goodwill and publicity that I may receive relating to the publication, distribution or other use of the Materials and participation or viewing of the Activities. The Foundation may display, broadcast, reproduce, record, photograph, edit, create derivative works, license, and otherwise use the Materials in its sole discretion.

The Foundation shall own, and I hereby assign to the Foundation, my entire right, title, and interest, if any, in and to the Materials and all copyrights in the Materials. I acknowledge and agree that I have no right to review or approve Materials before they are used. I hereby irrevocably waive all legal and equitable rights relating to all claims arising directly or indirectly from the Foundation's exercise of their rights under this agreement and the use of the Materials.

I represent that I am over the age of eighteen (18) years and have read and understand the contents of this agreement and am voluntarily signing it as my own free will and act.