

In Consideration of being permitted to participate in any way in the **Blackstone Valley Fishing Derby** on April 25<sup>th</sup> 2009 sponsored in part by, the Fin and Feather Sports, Upton and The Blackstone Valley Chamber of Commerce, Northbridge, Massachusetts. For sport fishing ("Activities") I, for my Child, my personal representatives, assigns, heirs, and next to kin:

1. I ACKNOWLEDGE, agree and represent that I understand the nature of FISHING and related activities and that My child is qualified, to participate in such an activity and I willingly agree that he/she is to comply with the stated and customary terms and conditions of participation. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately notify the nearest official and discontinue my Childs further participation in the activity.

2. I FULLY UNDERSTAND that: Participating at the BV Fishing Derby is "Fishing at our own risk". All anglers are fully Responsible for their own PERSONAL PROPERTY and I FULLY ACCEPT AND ASSUME all such risks and all RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES my child incurs as a result of participation in the event.

State Laws apply!

3. HEREBY RELEASE, DISCHARGE, and hold harmless, The Fin and Feather Sports, The Blackstone Valley Chamber of Commerce Northbridge, Massachusetts and/or coordinators, event Directors, instructors, trainers, members, volunteers, sponsors, other participants and if applicable, owners and lessors, The Army Corp of engineers, of equipment used and where the activities take place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, INJURIES, DAMAGE TO NEGLIGENCE OF THE "RELEASEES"

OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my Behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the Result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINT NAME(S) OF PARTICIPANT  
(MINOR): \_\_\_\_\_

SIGNATURE OF PARENT OR  
GAURDIAN \_\_\_\_\_

Make checks payable to BVCC FISHING DERBY

**T-SHIRT \$8 each** \_\_\_\_\_ **Pre date** \_\_\_\_\_  
**Size**

**Youth -Small Youth -large Adult Sm Med LG XL** \_\_\_\_\_