

TOURNAMENT APPLICATION & WAIVER



BOAT NAME: _____

By signing this Tournament Application, Owner, Captain, Mate, and Anglers each acknowledge that they have read and understand ALL Tournament rules including all releases of liability, indemnities, waivers of claims, and responsibility for damages as set forth in the Continuing Waiver, Defense, Indemnification, And Hold Harmless Agreement on page 2 of this application.

OWNER

Name: _____ ☐ ANGLER ALSO (Angler Letter: _____)
Mailing Address: _____
City, State, Zip: _____
Cell Phone: _____ Email: _____ Signature: _____

CAPTAIN

Name: _____ ☐ Same as Owner ☐ ANGLER ALSO (Angler Letter: _____)
Mailing Address: _____
City, State, Zip: _____
Cell Phone: _____ Email: _____ Signature: _____

MATE

Name: _____ ☐ ANGLER ALSO (Angler Letter: _____)
Mailing Address: _____
City, State, Zip: _____
Cell Phone: _____ Email: _____ Signature: _____

MATE

Name: _____ ☐ ANGLER ALSO (Angler Letter: _____)
Mailing Address: _____
City, State, Zip: _____
Cell Phone: _____ Email: _____ Signature: _____

MATE

Name: _____ ☐ ANGLER ALSO (Angler Letter: _____)
Mailing Address: _____
City, State, Zip: _____
Cell Phone: _____ Email: _____ Signature: _____

ANGLER A

Name: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____ Signature: _____

ANGLER B

Name: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____ Signature: _____

ANGLER C

Name: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____ Signature: _____

ANGLER D

Name: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____ Signature: _____

ANGLER E

Name: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____ Signature: _____

ANGLER F

Name: _____

Mailing Address: _____

City, State, Zip: _____

Cell Phone: _____ Email: _____ Signature: _____

CONTINUING WAIVER, DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

All of the Owner, Captain, Mate, and every Angler listed on the front of this Tournament Application (collectively, the "Participants" and each, a "Participant") expressly understand that they are voluntarily participating in the Line, Vine & Dine Charity Fishing Tournament ("LVDCFT") at their own risk.

In consideration of LVDCFT's allowing the Participants listed on this Tournament Application to participate in the LVDCFT, each Participant on their own behalf and on behalf of their heirs, executors and administrators, waives all rights of recovery against (1) Emeril Lagasse Foundation ("ELF"), (2) any and all affiliates thereof, (3) any and all owners, officers, directors, agents, representatives, volunteers or employees of any of the foregoing, (4) the owner, captain, and crew of any watercraft that is chartered by ELF, (5) any and all persons or organizations that ELF has agreed to defend, indemnify or hold harmless (collectively, the "Indemnified Parties" and each, an "Indemnified Party"); and, agrees to defend, indemnify and hold harmless all of the Indemnified Parties, against, for, and from any and all liability, including but not limited to strict liability, claims, demands, losses, damages, costs, penalties, suits, expenses, reasonable attorney's fees, other costs of defense, and court costs (each, an "Indemnifiable Matter"); incurred by or which accrue to any of the Indemnified Parties in payment, settlement or defense of any claim(s) made or action(s) brought against any of the Indemnified Parties by (A) any Participant; their family member(s), including but not limited to minor children; guests; invitees; associates; employees; agents; vendors; service providers or suppliers; and any agents and/or employees of any of the same as may be applicable, (the "Participant Parties"); and/or, (B) any other person or organization (including any person or organization that ELF has agreed to defend, indemnify or hold harmless); incident to, arising out of, connected in any manner with, or resulting from, directly or indirectly, the LVDCFT or participation in the LVDCFT, including but not limited to:

- a. the activities, actions, errors or omissions of any of the Participant Parties before, during or following the LVDCFT;
- b. the operation, use or maintenance of any vehicle, watercraft, equipment or machinery owned, leased, or provided by any of the Participant Parties whether or not said vehicle, watercraft, equipment or machinery was being operated, used or maintained by any of the Participant Parties;
- c. the operation, use or maintenance of any vehicle, watercraft, equipment or machinery owned, leased, or provided by any party other than one of the Participant Parties including but not limited to any of the Indemnified Parties when said vehicle, watercraft, equipment or machinery was being operated, used or maintained by any of the Participant Parties;
- d. libelous, slanderous, or discriminatory acts of any Participant Parties and/or acts of any Participant Party related to employment, termination of employment or refusal to employ;
- e. capture of any images or any sounds including but not limited to video recordings, audio recordings, or photographs;
- f. use of any images or any sounds including but not limited to video recordings, audio recordings or photographs in any medium including but not limited to books, newspapers, magazines, films, movies, promotional materials, marketing materials, advertising materials, broadcasts, website content, social media platform content or for any other endeavors of ELF and/or any affiliate of ELF and/or related participating charities.

all, regardless of whether such Indemnifiable Matter is partially caused by or is alleged to have been partially caused by the concurrent or contributory negligence or fault of any of the Indemnified Parties or in the case of items e. and f. above, the intentional acts of any of the Indemnified Parties.