

Halifax Nova Scotia International Tuna Tournament Waiver/Release of Liability.

In consideration of being allowed to participate in any way in the Halifax Nova Scotia International Tuna Tournament, its related events and activities,

I, _____ a member of Team _____,
the undersigned, being of at least 19 years of age, acknowledge, appreciate and agree that:

1. **Waiver:** In consideration of participation in the tournament, you, for yourself, your heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue the Halifax Tuna Tournament Society**, its directors, officers, employees, volunteers and agents, for liability **from any and all claims** of any kind including but not limited to any personal injury, accident, illness or death, and property loss arising from participation in the tournament.

2. **Assumption of Risks:** Fishing carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary and include but are not limited to bodily injury up to and including death and damage to property. You agree to assume all risks.

3. **Indemnification and Hold Harmless:** You also agree to indemnify and hold harmless the **Halifax Tuna Tournament Society** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities of any kind whatsoever, including legal fees brought as a result of your participation in the tournament and any damage or loss that arises therefrom, and to reimburse the **Halifax Tuna Tournament Society** for any such expenses it may incur in defending any claims, actions, suits, etc.

4. **Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the laws of Nova Scotia and applicable laws of Canada and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

5. **Acknowledgment of Understanding:** You have carefully read this document including the waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and know and understand that you are giving up substantial rights, including your right to commence any legal action and you are voluntarily agreeing to assume all risks. You are signing this document freely and voluntarily and agree to all of its terms and provisions and **intend by your signature to give a complete and unconditional release of all liability** to the greatest extent allowed by law. You further agree that no oral representations, statements or inducements apart from the foregoing have been made. You have been given the opportunity to ask questions and have received satisfactory answers to all of your questions.

AGREED TO THIS _____ DAY OF _____, 20__

Participant (print name)

Participant (signature)