WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

I am desirous of participating in the VIP Fishing Tournament for Visually Impaired adults (“the Activity”) which is sponsored by the Rhode Island Lions Sight Foundation, a Rhode Island charitable and nonprofit organization, whose mailing address is PO Box 19671, Johnston, RI 02919. The activity is sponsored by the RILSF and is conducted at the premises and on a chartered party boat operated by the Frances Fleet located at 33 State Street, Galilee, RI. I (together with my parent or guardian if I am under the age of eighteen (18) years or under a legal disability) represent, covenant, and agree on behalf of myself and my heirs, assigns and any other person claiming by, under, or through me as follows:

1. I acknowledge that participating in the activity involves certain risks (some of which I may not fully appreciate) and that injuries, death, property damage or other harm could occur to me or others. I accept and voluntarily incur all risks of any injuries, damages, or harm, during or result from my participation in the Activity, including any associated travel, regardless of whether, or not, caused in whole or in part by the negligence, or other fault, of the RILSF, its officers, employees, agents, volunteers or insurers (“the Release Parties”).
2. I waive all claims against any of the Released Parties for any injuries, damages, losses or claims, whether known and unknown, which arise during or result from my participation in the Activity, regardless of whether, or not, caused in whole or part by the negligence or other fault of any of the Released Parties. I release and forever discharge the Released Parties from all such claims.
3. I agree to indemnify and hold the Released Parties harmless from all losses, liabilities, damages, costs or expenses (including but not limited to reasonable attorneys’ fees and other litigation costs and expenses) incurred by any of the Released Parties as a result of any claims or suits that I (or anyone claiming by, under or through me) may bring against any of the Released Parties to recover any losses, liabilities, costs, damages, or expenses which arise during or result from my participation in the Activity, regardless of whether or not caused in whole part by the negligence or other fault of any of the Released Parties.
4. I further agree to release to the RILSF all rights and privileges to photographs taken of me for use in VIP Rowing Program publicity that is in the proper interest of the Tournament.
5. I have carefully read and reviewed this Waiver, Release and Hold Harmless Agreement. I understand it fully, and I execute it voluntarily.

EXECUTED this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_\_\_

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Participant Printed Name

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Participant Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent/Guardian Signature

(Required if participant is under the age of 18 or disabled)

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Parent/Guardian Printed Name