2027 adult kayak fishing tournament waiver and release

Cincinnati Kayak Fishing LLC doing business as Ohio Kayak Fishing

Please read this entire agreement before signing. It includes an assumption of risk and a release of claims, including claims based on ordinary negligence (failure to use reasonable care), to the extent permitted by law.

In this agreement, “Organizer” means Cincinnati Kayak Fishing LLC, doing business as Ohio Kayak Fishing, also identified as CKF or OKF. Ohio Kayak Fishing is a trade name of the same company, not a separate company. In exchange for permission to participate in the covered activities, I agree as follows.

1 Adult participants and covered activities

I am at least 18 years old and am signing for myself, whether or not I am a CKF or OKF member. This agreement covers my participation in CKF or OKF organized kayak fishing tournaments and directly related event check-in, launching and landing, weigh-in, fish photo and measurement activities, and awards activities (“covered activities”).

The covered period is January 1 through December 31, 2027, but this agreement applies only to covered activities occurring after I sign it. If I sign before January 1, 2027, it begins on January 1, 2027. It does not apply retroactively. It does not cover unrelated independent fishing or recreational trips, independent practice, or travel to or from an event.

2 Risks I understand and voluntarily accept

Kayak fishing and tournament participation involve risks of capsizing, falling overboard, drowning, entrapment, and collision with boats, other kayaks or objects. Conditions can include wind, lightning, storms, waves, wakes, current, flooding, changing water levels and hidden obstructions. Cold water, hypothermia, heat, sun, dehydration, fatigue and sudden illness can impair judgment or physical ability.

Additional risks include hooks, knives and other fishing equipment; fish and wildlife; slippery or unstable banks, ramps and terrain; and carrying, launching or landing equipment. Participants may be far from shore or emergency services, with limited communications and delayed or unavailable rescue. My actions, other people’s actions and changing conditions may create unexpected hazards.

These risks can cause property loss, serious injury, permanent disability or death. I voluntarily choose to participate and accept the inherent risks of the covered activities. This assumption of risk does not expand the release in Section 5 or remove any of its limits.

3 My safety responsibilities

I will wear and secure a properly fitted, U.S. Coast Guard approved personal flotation device suitable for my activity at all times while afloat. I will follow applicable laws, event rules and safety instructions, use suitable and serviceable equipment, and assess my fitness, ability, weather and water conditions before and during participation.

I will decline, stop or leave an activity when conditions exceed my abilities or appear unsafe. I will not participate while impaired by alcohol, drugs, medication, fatigue or another condition. Safety equipment and procedures reduce but do not eliminate risk. Rescue or medical assistance may be delayed or unavailable, and the Organizer does not guarantee rescue.

4 Parties covered by the release

"Released Parties" means the Organizer and its officers, directors, managers, employees, volunteers, event organizers and sponsors, and the owners or operators of event sites, solely in their roles connected with the covered activities. This definition does not include their unrelated activities or conduct.

5 Release of ordinary negligence claims

To the fullest extent permitted by applicable law, I release the Released Parties from my own legally waivable claims for bodily injury, illness, death, or loss of or damage to property arising from my participation in the covered activities, including claims caused by a Released Party's ordinary negligence.

This release does not apply to reckless, willful, wanton or intentional misconduct, or to any claim, liability, duty or right that cannot lawfully be waived. It does not release anyone for conduct outside the covered activities. I do not purport to release independent claims belonging to another person.

6 My understanding and voluntary agreement

I understand that I am giving up legal rights, including the right to seek compensation for claims this release lawfully covers. I have had the opportunity to read the entire agreement and ask questions before signing. I understand the covered activities and period, and I agree voluntarily.

I am the participant named below. I am not signing for another adult. A person who purchases a registration or gift for another adult cannot accept this agreement on that adult participant's behalf.

Participant acceptance and signature

By signing below, I confirm that I have read and agree to this entire agreement, including its assumption of risk and release of ordinary negligence claims, subject to the limits stated above.

Participant full legal name _____

Email _____

Phone _____

Complete one signature method

Handwritten signature _____

OR

Typed full name for electronic signature _____

If I sign electronically, I intend my typed full name and affirmative acceptance to serve as my electronic signature to this agreement.

Date _____ Time _____ Time zone _____