



2021 Hobie Cat Company and Hobie Bass Open Series Release

Release and Waiver of Liability Assumption of the Risk and Indemnity Agreement

**THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT MUST BE CAREFULLY READ
AND SIGNED IN CONSIDERATION FOR PARTICIPATION IN EVENT(S).**

I. DEFINITIONS

- a. “**Event**” shall mean the 2021 Hobie Bass Open Series, all entered rounds, one form per season.
- b. “**Released Parties**” shall mean Hobie Cat Company, and its officers, directors, shareholders, insurers, partners, employees, employers, agents, successors, contractors, assigns, affiliates, parent corporations, affiliated corporations, and subsidiary corporations.

II. GENERAL TERMS

- a. If any paragraph, subparagraph, sentence or clause of this Agreement shall be adjudged illegal, invalid, or unenforceable, the balance of this Agreement shall remain in full force and effect.
- b. This Agreement shall be construed and interpreted under California law. Any lawsuit or claim arising from or relating in any claims, demands, injuries, damages, actions, or causes of action shall be brought, if at all, in the San Diego County, California.

III. GENERAL WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO INDEMNIFY RELEASED PARTIES

- a. The risk of injury from participation in sporting events and other strenuous physical activity, including the Event, is significant, including the potential for serious personal injury and/or death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS** of participation in the Event including, without limitation, risk arising from or relating in any way to the condition of the equipment, surrounding premises, and weather, the actions of persons other than myself, my own actions, and travel to and from the Event. **I UNDERSTAND THAT THE RELEASED PARTIES MAKE NO WARRANTIES** and shall in no way be responsible or liable for the defective or dangerous condition of the equipment, surrounding premises, and/or weather.
- b. **I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE** for any claims, demands, injuries, damages, actions, or causes of action that arise in whole or in part due to the simple negligence of the

Released Parties, or any of them. **FURTHERMORE, I FOREVER RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the Released Parties from and in relation to all claims, demands, injuries (including death), damages, actions, or causes of action that arise from or relate in any way to my participation in the Event, including by paying for all of the Released Parties' reasonable attorneys' fees. **I FURTHER WARRANT AND CERTIFY** that I have no health conditions or defects that would prevent me from participating safely in the Event, and that I am otherwise sufficiently fit and healthy to so participate.

- c. In the event any dispute related to any claims, demands, injuries, damages, actions, or causes of action arises between myself and any of the Released Parties concerning the terms of this Section (Section II), the prevailing party in such dispute shall be entitled to collect from the party all costs incurred in such dispute, including reasonable attorneys' fees.
- d. **I WARRANT AND UNDERSTAND** that it is my sole and personal responsibility to obtain insurance to compensate for any and all injuries that might arise from my participation in the Event, and furthermore agree to look solely to such insurance to cover losses resulting from any injuries, regardless of fault, and waive all rights of subrogation on behalf of any and all Released Parties that may now or ever exist as a result of such insurance.
- e. I give Hobie Cat Company and parties designated by Hobie Cat Company, including clients, licensees and purchasers, the right to use my name and any photograph and video of me for sale to any medium for purposes of advertising, trade, display, exhibition, social media, television or editorial use.

I have read and fully understand the above provisions (Sections I-III). By signing below, I understand that I am freely and voluntarily waiving substantial rights. I acknowledge that I have received valuable consideration in relation to my execution of this Agreement, which I understand to be a prerequisite to my participation in the Event.

Print Name: _____

Date: _____

Signature: _____

IV. NOVEL CORONAVIRUS (COVID-19) WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO INDEMNIFY RELEASED PARTIES

- a. **I UNDERSTAND AND ACKNOWLEDGE** that the novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact, including by those who are asymptomatic. As a result, federal, state, and local governments, and federal and state health agencies, recommend social distancing and have, in many locations, prohibited the congregation of groups of people.
- b. **I FURTHER UNDERSTAND AND ACKNOWLEDGE** that the Released Parties have put in place preventative measures to reduce the spread of COVID-19 at the Event; however, the Released Parties cannot guarantee that I will not become infected with COVID-19. Further, **I ACKNOWLEDGE AND UNDERSTAND** that attending the Event could increase my risk of contracting COVID-19.
- c. By signing this agreement, I acknowledge the contagious nature of COVID-19 and **I KNOWINGLY AND FREELY ASSUME THE RISK** that I may be exposed to or infected by COVID-19 by attending the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. **I FURTHER ACKNOWLEDGE AND UNDERSTAND** that the risk of becoming exposed to or infected by COVID-19 at the Event may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, the Released Parties and/or other Event participants and/or their families.
- d. **I AGREE THAT THE RELEASED PARTIES SHALL NOT BE LIABLE** for any claims, demands, injuries,

damages, actions, or causes of action relating in any way to transmission of COVID-19 that arise in whole or in part due to the simple negligence of the Released Parties, or any of them. **FURTHERMORE, I FOREVER RELEASE AND DISCHARGE, AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the Released Parties from and in relation to all claims, demands, injuries, damages, actions, or causes of action that arise from or relate in any way to the transmission of COVID-19 relating to my participation in the Event, including by paying for all of the Released Parties' reasonable attorneys' fees, other than such claims, demands, etc. that arise solely from the gross negligence or intentional act of a Released Party.

- e. In the event any dispute related to any claims, demands, injuries, damages, actions, or causes of action arises between myself and any of the Released Parties concerning the terms of this Section (Section IV), the prevailing party in such dispute shall be entitled to collect from the party all costs incurred in such dispute, including reasonable attorneys' fees.
- f. **I WARRANT AND UNDERSTAND** that it is my sole and personal responsibility to obtain insurance to compensate for any and all injuries that might arise from my participation in the Event, including related to COVID-19, and furthermore agree to look solely to such insurance to cover losses resulting from any injuries, regardless of fault, and waive all rights of subrogation on behalf of any and all Released Parties that may now or ever exist as a result of such insurance.
- g. By initialing this paragraph, **I REPRESENT AND WARRANT** that I currently am not displaying any of the known symptoms of COVID-19, including without limitation, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea. If at any time before or during the Event I begin to experience any such symptoms, or learn that I have come into contact with anyone who either has COVID-19 or is displaying such symptoms, I will immediately alert an Event official and withdraw from the Event.

Initial here

I have read and fully understand the above provisions (Sections I-II & IV). By signing below, I understand that I am freely and voluntarily waiving substantial rights. I acknowledge that I have received valuable consideration in relation to my execution of this Agreement, which I understand to be a prerequisite to my participation in the Event.

Print Name: _____ DOB: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

Make, Model and Color of Watercraft: _____

Signature: _____ Date: _____

Hobie Cat Company
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