

Health and Liability Release.

I (printed name) _____ expressly assume all risks associated with any and all Headturners3, LLC. tournament series and I hereby release Headturners3, LLC, a.k.a. the Elite Series, a.k.a., the Elite Redfish Series, a.k.a. the Atlas All Star Tour, a.k.a. the Check It Stik Team Open Tour, its parent, affiliated and subsidiary companies, the owners, Alan Patrick Malone of Nederland Texas and William F. Fowler of Arab Alabama, the hosts, sponsors and or tournament officials, staff and volunteers or anyone else associated with Headturners3, LLC. in any event it produces and I participate in from all claims of death, injury and or property damage incurred by me, an immediate or extended family member and or anyone representing myself or my estate or any one on my behalf in connection with my participation in any Headturners3, LLC. event and or activity.

In signing this agreement, I hereby agree to be bound by and comply with all tournament rules, procedures, formats, payment schedules, late payment fines and fees and all rulings on same as decided by Headturners3, LLC. officials.

I hereby swear that (i) I am at least twenty one (21) years of age or older; (ii) I am in good health and in proper physical condition to participate in Headturners3, LLC. FISHING tournaments a.k.a. the Elite Series, a.k.a., the Elite Redfish Series, a.k.a. the Atlas All Star Tour, a.k.a. the Check It Stik Team Open Tour and all activities associated with same. Furthermore, I attest that I do not suffer from nor am I on any medications to combat or control black outs, seizures or other medical conditions that could possibly cause me to loose conscienceless or control and render me unsafe to myself, partner or other participants in any Headturners3, LLC. fishing tournament.

I understand and acknowledge the risks and dangers associated with competing in the sport of competitive angling including without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and loss of life; loss of or damage to equipment/property; exposure to extreme conditions and circumstances; contact with other participants, spectators, boats, animals or other natural or manmade objects; dangers arising from adverse weather conditions; water and surface hazards; equipment failure; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Headturners3, LLC. and the Elite Series; and other undefined, not readily foreseeable, and presently unknown risks and dangers ("Risks").

I understand that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in the event, or the negligent acts or omissions of the Released Parties defined below, and I hereby expressly assume all such Risks and responsibility for any damages, liabilities, losses or expenses which I incur as a result of my participation in any Headturners3, LLC. fishing tournament, event or associated activities.

I hereby Release, Waive and Covenant Not to Sue, and further agree to Indemnify, Defend and Hold Harmless the following parties: Headturners3, LLC., a.k.a. the Elite Series, a.k.a., the Elite Redfish Series, a.k.a. the Atlas All Star Tour, a.k.a. the Check It Stik Team Open Tour its parent, affiliated and subsidiary companies, the hosts, sponsors and tournament series officials, other event organizers and promoters, sponsors, advertisers, and officials; waterways both private and public, venues and property owners or operators upon which the Series event(s) take place; boat owners and operators; law enforcement agencies and other public entities providing support for the series event; and each of their respective parents, subsidiaries and affiliated companies, officers, directors, partners, shareholders, members, agents, employees and volunteers (Individually and Collectively, the "Released Parties" or "Event Organizers"), with respect to any liability, claim(s), demand(s), cause(s) of action, damage(s), loss or expense (including court costs and reasonable attorney's fees) of any kind or nature ("Liability") which may arise out of, result from, or relate in any way to my participation in the Elite Series events, tournaments and gatherings, including claims for Liability caused in whole or in part by the negligent acts or omissions of the Released Parties. I further agree that if, despite this Agreement, I, or anyone on my behalf, makes a claim for Liability against any of the Released Parties, I will indemnify, defend and hold harmless each of the Released Parties from any such Liabilities which may be incurred as the result of such claim.

I hereby warrant that I am of legal age and competent to enter into this Agreement, that I have read this Agreement carefully, understand its terms and conditions, acknowledge that I will be giving up substantial legal rights by signing it (including the rights of my spouse, children, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns), acknowledge that I have signed this Agreement without any inducement, assurance or guarantee, and intend for my signature to serve as confirmation of my complete and unconditional acceptance of the terms, conditions and provisions of this Agreement. This Agreement represents the complete understanding between the parties regarding these issues and no oral representations, statements or inducements have been made apart from this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and each party hereby irrevocably submits to the personal jurisdiction of the Federal and/or State Courts located in Jefferson County in any action or proceeding arising out of, or relating to, this Agreement, and its enforcement, and agrees that all claims in respect of any such action or proceeding may be heard and determined in either such court.

Signature:

Date:

Rules acknowledgement, Insurance and Content Rights Page.

- In signing this agreement, I hereby agree to be bound by and comply with all tournament rules, payment schedules, late fines and regulations. [Rules click here](#). I expressly assume all risks associated with the tournament series and I hereby release Headturners3, LLC, the Elite Series, the Elite Redfish Series, the Atlas All Star Tour, the Check It Stik Team Open Tour, its parent, affiliated and subsidiary companies, the owners, Alan Patrick Malone of Nederland Texas and or William Fowler of Arab Alabama, the hosts, sponsors and or tournament officials, staff and volunteers or anyone else associated with Headturners3, LLC. in any event it produces and I participate in from all claims of death, injury and or property damage incurred by me, an immediate or extended family member and or anyone representing myself or my estate or any one on my behalf in connection with my participation in any Headturners3, LLC. tournament, event and or any activity during the 2018 tournament season.

Boaters Insurance.

- I certify that I now have or will obtain prior to competing in any Headturners3, LLC. official practice period and or tournament days of competition a boat owners liability insurance policy (including coverage for third party property damage and bodily injury) with no "tournament exclusion," having a minimum limit of \$300,000 per occurrence listing myself as insured on any boat I use during any Headturners3, LLC produced or operated event. The insurance must be issued by a reputable insurer rated A or better by A.M. Best and Company and at Headturners3, LLC request, I will provide satisfactory evidence of said insurance.

Content Rights.

Headturners3, LLC. holds the content rights to any and all fishing tournaments and or events it produces, owns and operates. However, Headturners3, LLC. grants certain exceptions, including the following rights and restrictions, to each participant remaining in good standing with Headturners3, LLC. for which they are competing, including but not limited to the Atlas All Star Tour, the Check It Stik Team Open Tour, the Atlas All Star Tour Open qualifiers, etc..

All images both still and video shot by anyone including marshals or contracted cameraman taken during competition belong to Headturners3, LLC. and is the property of Headturners3, LLC.. Competitors in any Headturners3, LLC. tournament may not post still and/or video images shot during competition, even if shot by contracted cameraman or tour marshals or images including video or images shot with angler's own phone or camera without the express consent of the Headturners3, LLC.

- Competitor(s) may not post on water updates or other tournament images, video or content directly to their social networks while tournament is underway without express consent from Headturners3, LLC.
- Competitor(s) may post still and video images, shot during practice periods, for promotional purposes on social media.
- Competitor(s) are encouraged to send photos, videos and on the water updates to Headturners3, LLC. officials for exposure on tour website and social media pages.
- Competitor(s) may not solicit from any video production crew member, marshal or staff member of Headturners3, LLC. for individual purchase, loan or gifting of video or still images shot at any Headturners3, LLC. event.
- Competitor(s) may request usage of portions of the video and still images shot at a Headturners3, LLC. event from Headturners3, LLC. directly.
- In social media, anglers may use the Headturners3, LLC. hashtag established for the event by Headturners3, LLC. prior to the event, I.E. *#MississippiMadness2018* to amplify and spread the post to our broader audience. Headturners3, LLC. reserves the right to revoke these exceptions, and the angler must remove the tournament-related content, if Headturners3, LLC. in its discretion believes the content is inappropriate or in any way violates other Headturners3, LLC. rules.
- Headturners3, LLC. wants to help promote both the competitors brand and the sport of professional red fishing through its multimedia assets. If there are stories written about a competitor or by a competitor appearing on the hosting website such as Elite Redfish Series dot com or any of Headturners3, LLC. social network sites, Headturners3, LLC. grants permission to link to those stories, and any other articles, features and stories hosted on Headturners3, LLC. website or social network sites, from your website or social media pages. Please do credit Headturners3, LLC. anytime content such as pictures, videos, articles or stories are copied from a Headturners3, LLC. website or social network pages.

I hereby agree to waive my rights of privacy or publicity with regard to the programs of Headturners3, LLC. events in which I appear and consent to Headturners3, LLC. (and its parent, affiliated and subsidiary companies, its owners, directors, employees and agents and those acting under their permission or upon their authority), copyrighting, distributing, televising, publishing and using in any way the audio and visual portions of any television videotape, film and photographs or pictures of me or of interviews, scenes or other sequences in which I may be included, and any reproduction thereof, anywhere at any time through any medium or media for advertising, promotion, trade, television programming or other lawful purpose whatsoever; and I shall not be entitled to receive any royalties or other compensation in connection with such use.

Signature:

Date: