



45 WILLOW STREET – BABYLON, NY 11702 631 – 669 – 0907

# STRIPED BASS TOURNAMENT

## SUNDAY JUNE 11, 2017

6:00 am – 3:30 pm

### SHOT GUN START AT THE BABYLON VILLAGE DOCK

(SPONSORED BY WAYSIDE FENCE)

CAPTAIN'S MEETING AT MILLER'S ALE HOUSE

Thursday June 8, 2017 at 7:00 p.m.

BOAT MAKE: \_\_\_\_\_ BOAT NAME: \_\_\_\_\_ LENGTH: \_\_\_\_\_

CAPTAIN: \_\_\_\_\_ E-MAIL \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ANGLER 1: \_\_\_\_\_ E-MAIL \_\_\_\_\_ PHONE: \_\_\_\_\_

ANGLER 2: \_\_\_\_\_ E-MAIL \_\_\_\_\_ PHONE: \_\_\_\_\_

ANGLER 3: \_\_\_\_\_ E-MAIL \_\_\_\_\_ PHONE: \_\_\_\_\_

ANGLER 4: \_\_\_\_\_ E-MAIL \_\_\_\_\_ PHONE \_\_\_\_\_

ENTRY FEE \$225.00 PER BOAT \$ \_\_\_\_\_

CALCUTTA (1ST=50% 2ND=25% 3RD=15% 4TH=10%) \$100.00 PER BOAT \$ \_\_\_\_\_

BLUE FISH CALCUTTA \$ 25.00 PER BOAT \$ \_\_\_\_\_

STRIPED BASS SLOT FISH (15 LBS.) \$ 25.00 PER BOAT \$ \_\_\_\_\_

MYSTERY FISH \$ 25.00 PER BOAT \$ \_\_\_\_\_

DEPOSIT \_\_\_\_\_ CASH \_\_\_\_\_ CHECK# \_\_\_\_\_ TOTAL PAID \$ \_\_\_\_\_

## DISCLAIMER AND ASSUMPTION OF RISK

In consideration for Suffolk Marine Anglers and Suffolk Marine Center Inc. ("SMA and SMC") accepting my application for and Permitting me and each member of my crew to participate in the 7th Annual striped Bass Tournament ("The Tournament") the following waiver of all claims, release from liability, assumption of all risks, agreement not to sue and other terms of this agreement entered into by me and each member of my with are crew and for the benefit of SMA and SMC and is "personnel" (as defined below).

I and every member of my crew (collectively, 'we') waive any and all claims that have or may in the future have against, and release from liability and not we tournament agree to sue, SMS and SMC and of its shareholders, directors, officers, employees, servants, agents, members, any loss directors, sponsors and representatives (collectively. Personnel) from any personal injury, death, property damage, other that we sustain during or as a result of the Tournament, or including but not limited to:

- a. negligence (the meaning of which includes the failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet standards of care involved ombore fishing tournaments);
- b. breach by any other duty imposed in by law;
- c. breach of any contract and mistakes or errors in judgment of kind

We are aware of the risks inherent in offshore fishing and are further aware that bass fishing in particular, has certain additional dangers and risks, including, but not limited to: inclement and unpredictable weather, rough seas, rogue waves, uncharted waters, hazardous fishing conditions, mechanical, electrical and navigational problems, submerged objects and potentially dangerous fish.

We assume and all the risks and dangers of offshore fishing and the possibility of personal injury, death, property damage, or accept other loss in connection therewith. We fully understand that, although SMA and SMC and its Personnel take precautions to reduce the risks and increase the safety of offshore may during the fishing and to determine weather certain waters are reasonably safe from risk before and complete Tournament, it is not possible for SMA and SMC or its Personnel to make offshore fishing completely safe or to predict the complete assurance whether the waters to be fished are reasonable and safe from risk. We willingly accept these risks and agree to the terms other waiver even if SMA and SMC and any of its Personnel are found in law to be negligent or in reach of of care or any obligation to me and each member of my crew any duty in their conduct of the Tournament.

We are aware that the enjoyment and excitement of offshore fishing is derived, in part from fishing potentially treacherous waters and is contributed to by the risks inherent in the sport.

In signing this waiver, we are not relying upon any oral, written or visual statements of kind, including promotional statements by SMA and SMC or by any of its Personnel, any to induce us to participate in the Tournament.

I confirm that we are over the age of eighteen, that we have had sufficient time to read and understand what we are agreeing to in this waiver before signing it and that it will be binding in the State of New York. We hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of New York and we agree that other court can exercise jurisdiction over the agreements and claims referred to herein. Any litigation no to enforce this agreement shall be instituted the State of New York and nowhere else.

I warrant and represent that every member of my crew has read, agreed to and signed this waiver

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2017      Make and Name of Boat \_\_\_\_\_

|                             |                                  |
|-----------------------------|----------------------------------|
| _____<br>Captains Name      | _____<br>Captain's Signature     |
| _____<br>Crew Member's Name | _____<br>Crew Member's Signature |
| _____<br>Crew Member's Name | _____<br>Crew Member's Signature |
| _____<br>Crew Member's Name | _____<br>Crew Member's Signature |
| _____<br>Crew Member's Name | _____<br>Crew Member's Signature |



