

NW Ice Fishing Festival

Participant Disclaimer

(1) Introduction

This disclaimer governs our event. We will ask you to sign this disclaimer before you may participate in the fishing tournament. You acknowledge that ice fishing involves a risk of personal injury, including a small risk of serious injury or death, and agree to take responsibility for your health and well-being and that of your minor children while participating.

(2) Credit

This disclaimer was created using an SEQ Legal template.

(3) Health and medical conditions

You acknowledge and represent that:

- to the best of your knowledge, you and any minor children under your supervision suffer from no medical or physical condition or disability that will or might increase the normal risks associated with winter conditions or ice fishing.

(4) You must inform an event representative, as soon as possible, if:

- you or any minor children suffer from any [new] injury, illness or other medical condition; or
- you feel any pain or discomfort during this event.

NW Ice Fishing Festival reserves the right to deny participation to anyone at any time and the participants must comply with all of our instructions in relation to our safety program. **NW Ice Fishing Festival** has absolute discretion to alter, modify, upgrade, update, suspend or withdraw participation at any time. **You and your minor children will stay away from open water.**

(5) No representations or warranties

To the maximum extent permitted by applicable law and subject to section 6 below, we exclude all representations, warranties, undertakings and guarantees relating to this event.

(6) Limitations and exclusions of liability

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: govern all liabilities arising under the disclaimer or in relation to all parts of this event, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

We will not be liable to you in respect of any personal injury (including without limitation serious injury or death) that you or your children may suffer or sustain directly or indirectly as a result of participation of ice fishing. Nor will we be liable to you in respect of any other losses arising as a result of any such personal injury.

We will not be liable to you in respect of any of your personal property that is lost, stolen or damaged before, during or after the festival.

We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

We will not be liable to you in respect of any special, indirect or consequential loss or damage.

(7) Severability

If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect.

If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will continue in effect.

(8) Law and jurisdiction

This disclaimer shall be governed by and construed in accordance with U.S. law, and any disputes relating to this disclaimer or our training classes will be subject to the exclusive jurisdiction of the courts of United States.

(9) Our details

In this disclaimer, "we" means (and "us" and "our" refer to) NW Ice Fishing Festival, Oroville Chamber of Commerce, Molson Grange, all volunteers, property owners or organizations involved and/or participating. The limitations and exclusions of liability in this disclaimer protect all festival assistants of all types.

(10) Safety

All participants will stay away from open water and follow fishing tournament rules.

Accidents or illness will be reported as soon as possible at the Judges station.

I HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS DISCLAIMER

SIGNATURE: _____

PRINT NAME: _____

ADDRESS: _____

DATE: _____