

SINCE ALL MOTOR BOATING AND BOAT LAUNCHING IS DANGEROUS, WE REQUIRE ALL BOATERS AND FISHERMEN TO ASSUME ALL RISKS BY SIGNING THIS GENERAL RELEASE.

GENERAL RELEASE

For your protection, we have prohibited the possession or use of alcohol or drugs in any form and have drastically limited permissible speed to not more than lake rules and or boat traffic allows.

The Undersigned for himself or herself and personal representatives, assigns, heirs and next of kin, in consideration of permission granted by the San Diego Council of Bass Clubs and the City of San Diego to engage in boating, boat launching and the benefit fishing Tournament.

1. Hereby releases, waives, discharges and covenants not to sue or make a claim against the City of San Diego, the San Diego Council of Bass Clubs, its officers, directors, employees, agents and consultants and or member clubs (hereinafter referred to as 'RELEASEES') for all purposes from all liability to the undersigned, his or her personal representatives, assigns, heirs and next of kin for all loss or damages and any claim or demands therefore, on account of injury to the person or property or resulting in death of the undersigned, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE while the undersigned is in the Recreation Area and or upon the waters of the Tournament site or proceeding to the Tournament or returning from the Tournament to some other destination.

The undersigned warrants the following statements are true and correct and understands that the RELEASEES have relied on them in entering into the foregoing release and in giving the undersigned permission to participate in the Tournament.

- a. No oral representations, statements or inducements apart from the foregoing written language have been made.
- b. The undersigned is fully aware of the risks and hazards inherent in entering upon said premises or in participating in the boating, boat launching and fishing Tournament to be held _____ during the nighttime, and daylight hours thereof and hereby elects voluntarily to enter upon said premises knowing that said conditions may become hazardous and dangerous and voluntarily assumes all risk of loss, damage, injury or death that may be sustained by him or her while in or on said premises.
- c. HE OR SHE HAS READ AND VOLUNTARILY SIGNS THIS RELEASE AND WAIVER OF ALL LIABILITY AGREEMENT.
- d. The boat being used is equipped with an engine or engines with horsepower of which at maximum RPM's does not exceed the manufacturer's recommended amount.

Print Name of Boater

Legible Signature of Boater

Print Name of Non-Boater

Legible Signature of Non-Boater

RETURN (BY MAIL ONLY):

1. THIS PAGE, **WITH ALL BLANKS COMPLETED**, SIGNED BY **BOTH** PARTICIPANTS
2. THE GENERAL RELEASE SIGNED BY **BOTH** PARTICIPANTS
3. PROOF OF LIABILITY INSURANCE
4. CHECK FOR **\$175.00** PAYABLE TO THE SAN DIEGO COUNCIL OF BASS CLUBS.

MAIL TO: TIM WITUCKY – 5181 FRINK AVE. SAN DIEGO, CA 92117 (BY THURSDAY)

FOR FURTHER INFORMATION CONTACT TIM WITUCKY AT
(858) 270-6839 OR E-MAIL AT TIMOBWOOD@YAHOO.COM