

LIABILITY RELEASE & COVENANT NOT TO SUE TROPIDILLA PRODUCTIONS, LLC.

I/we (hereinafter collectively referred to as The Participant(s)) understand, agree, warrant and covenant as follows: By signing below, I acknowledge that I am fully authorized to represent each and every member of my team- and – the captain and crew of the boat I am entering in this tournament, and that I/we (The Participant(s)) have read the rules and agree to fully abide by these rules throughout this tournament. The Participant(s) further acknowledges that compliance to any and all tournament rules also requires The Participant(s) to cooperate with Officials in the judging and ruling on any and all tournament rules, and that The Participant(s) may not withhold any information requested from a Judge or Tournament Official when requested, during the execution of Judge or Official duties - and - that Officials may execute the HMTS Polygraph Policy, at their sole discretion, and;

The Participant(s) agrees not to institute any claim, lawsuit or action, however denominated, against Tropicidilla Productions, LLC, and further agrees not to assist in the initiation or prosecution of any claim, lawsuit or action, which The Participant(s) or any other person, entity or organization may have by reason of (but not limited to) HMTS General Rule Section 1.0, financial losses or damages of any type, personal injury, death or property damage arising (or to arise) from engaging in open water big game fishing and related activities while participating in a fishing tournament sponsored by Tropicidilla Productions, LLC. If married, The Participant(s) agrees to execute this agreement on behalf of him/herself, his/her spouse, and the marital community that they compose.

In connection therewith, The Participant(s) hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge Tropicidilla, its agents, representatives, employees, successors and assigns, jointly and individually (hereinafter collectively referred to as “**Releasees**”), from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I/we (or my assigns, agents and/or representatives) ever had, now have, or in the future may have against the Releasees, including, but not limited to claims arising out of or related to any fishing tournament, The Participant(s) participation and or The Participant(s) appearance in the fishing tournament (including, but not limited to, personal injury, false light and similar publicity and privacy violations, and defamation) and the exercise by Tropicidilla, or anyone else of any rights granted by me under this Release.

I/we shall indemnify and hold Tropicidilla, its parents, successors, licensees and assigns, harmless from and against any and all claims, damages, liabilities, costs and expenses arising out of any breach of any of the warranties or representations contained in this Release. The parties acknowledge that Tropicidilla shall control the defense of any claim(s) brought against any of the Releasees.

I/we (The Participant(s)) have read this release of liability and covenant not to sue agreement, as well as the HMTS General and specific Tournament rules, fully understand their terms, understand that I/we have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

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**Participants Signature** **Print Name** **Date**

**Electronic Signature Acknowledgment and Consent Clause**  
By checking this box I consent to be legally bound to this agreement by signing this form with a digital signature.

**Tournament (please check whichever tournament(s) apply below):**

Lazy Marlin  Kona Kick Off  Firecracker  Throw Down  Skins Derby  Lure Maker’s  Big Island  It’s A Wrap



# Tropidilla Productions, LLC

[www.konatournaments.com](http://www.konatournaments.com)

## 2024 Hawaii Marlin Tournament Series Participant Liability and Publicity Release



**Please Read Before Signing**

**Team Representative:**

**Boat:**

**Tournament (please check whichever tournament(s) apply below):**

Lazy Marlin  Kona Kick Off  Firecracker  Throw Down  Skins Derby  Lure Maker's  Big Island  It's A Wrap

I/we agree, warrant and covenant as follows: By signing below, I acknowledge that I am fully authorized to represent each and every member of my team- and – the captain and crew of the boat I am entering in this tournament, and that I/we have read the rules and agree to fully abide by these rules throughout this tournament.

### Liability

In consideration of being allowed to participate in any way in the Hawaii Marlin Tournament Series (HMTS), related events and activities of the fishing tournaments for 2024, I/we acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in the program is significant, including the potential for permanent paralysis and death and while particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury does exist; and;
2. I/we knowingly and freely assume all risks, both known and unknown, even if arising from the negligence of the releases or others and assume full responsibility for my participation and;
3. I/we willingly agree to comply with the stated and customary terms and conditions for participation. If however, I/we observe any unusual significant hazard during my presence or participation, I/we will remove myself/ourselves from participation and bring such to the attention of the nearest official immediately; and;
4. I and my team mates, for ourselves and on behalf of our heirs, assigns, personal representatives and next of kin, hereby release, indemnify and hold harmless HMTS and Tropidilla Productions LLC, its officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of premises and/or vessels used to conduct the event ("Releasees") with respect to any and all injury, disability death, or loss or damage to person or property, whether arising from the negligence of the releases or otherwise, to the fullest extent permitted by law.

I/we have read this release of liability and assumption of risk agreement and the attached rules, fully understand their terms, understand that I/we have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.

### Publicity

In consideration for permission to participate in the tournament, I/we ("Contestant") hereby grant to HMTS and Tropidilla Productions LLC, Ho'ohui 'Imiloa LLC the producers of Pacific Expeditions and/or Wireman, its assignees and or licenses (collective "Sponsors"), the unconditional right to use: name, voice, photographic likeness, and/or biographical information of myself and any of my team mates, as well as fishing tips and/or instructions in any medium whatsoever, including but not limited to television broadcast, print media, internet presentation, video/audio productions, merchandising, promotions, articles, and/or press releases, in connection with HMTS, Tropidilla Productions LLC and Ho'ohui 'Imiloa LLC, without restriction as to changes or alterations from time to time. I/we understand that I/we will not be entitled to receive any royalties or other compensation in connection with such use. The contestant signifies by his/her signature below that he/she has read and understands the foregoing provisions and is authorized to sign for all team members and captain and crew, either electronically or by hand.

This release is valid under the laws of Hawai'i and any disputes arising from the release shall be resolved in a State of Hawai'i court of proper jurisdiction. Should any part of this release be deemed invalid with any federal, state, or municipal law, it will be stricken from the document and the remaining sections will retain their full force and validity. This release is a full integration of the agreement between the parties and this writing supersedes and invalidates any previous or contemporary oral statements.

Participants Signature	Print Name	Date
<input type="checkbox"/>		

**Electronic Signature Acknowledgment and Consent Clause**  
By checking this box I consent to be legally bound to this agreement by signing this form with a digital signature.