



Tropidilla Productions, LLC

www.konatornament.com

2018 Hawaii Marlin Tournament Series

Participant Liability and Publicity Release

Please Read Before Signing

Team Representative: _____ Boat: _____

Tournament: _____

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 2018, 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 any/all associated media coverage, 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 _____
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