

## WAIVER AND RELEASE OF LIABILITY

THIS WAIVER AND RELEASE OF LIABILITY (“Release”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Bass Pro, LLC, and its parent, subsidiaries, affiliates, officers, directors, employees and agents (collectively, “Bass Pro”) and

Name \_\_\_\_\_ Age \_\_\_\_\_,  
Address \_\_\_\_\_, and if Participant is under age 18,  
(Parent/Guardian/Relationship) \_\_\_\_\_ (collectively, “Participant”).

WHEREAS, Bass Pro is conducting \_\_\_\_\_ (“Event”),  
at (store location) \_\_\_\_\_ and Participant desires to  
participate in the Event;

NOW, THEREFORE, in consideration of the opportunity to participate in the Event, the mutual covenants and conditions of this Release, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Participant agrees as follows:

### SECTION 1: REGISTRATION OF PARTICIPANT(S).

A. The individual listed above as Participant wishes to participate in the Event.

B. For the protection of all Participants’ safety and well-being, Bass Pro strongly recommends that persons with certain medical conditions should consider not participating in the Event. Examples of such conditions include, but are not limited to, hearing impairment, visual impairment, pregnancy, respiratory conditions, and other impairments (“Health Conditions”). Participant acknowledges that he /she understands that Participant is responsible for any and all adverse affects resulting from participation in the Event associated with any and all Health Conditions.

### SECTION 2: RIGHT TO REFUSE PARTICIPANT.

Participant understands and agrees that Bass Pro may refuse to allow participation in Event by any Participant or person who Bass Pro believes, in its sole judgment, may present a safety hazard to other Participants, Participant(s), Bass Pro personnel, Bass Pro invitees, and or to him/herself.

### SECTION 3: WARNINGS AND ASSUMPTION OF RISK.

**PARTICIPANT UNDERSTANDS THAT THERE ARE INHERENT ELEMENTS OF RISK ALWAYS PRESENT IN ANY EVENT DESPITE ALL TYPICAL SAFETY PRECAUTIONS. PARTICIPANT REPRESENTS THAT HE/SHE WILL TAKE ALL NECESSARY SAFETY PRECAUTIONS ASSOCIATED WITH THE EVENT.**

### SECTION 4: RELEASE OF LIABILITY AND INDEMNIFICATION.

Participant understands and agrees that, except in the event of an intentional act by Bass Pro, Participant accepts full responsibility and agrees not to make a claim, including any claim of NEGLIGENCE, against or sue Bass Pro for bodily injury, personal injury, property damage, death, medical expense and all other loss which is sustained by Participant arising from or associated with Event, (“Injury”). Participant hereby releases, indemnifies and holds Bass Pro harmless from any liability for all such Injury. Parent or Guardian hereby agrees to indemnify and defend Bass Pro for any and all claims or suits arising out of or in connection with a minor Participant on whose behalf Parent or Guardian has executed this Release.

### SECTION 5: PUBLICITY.

Participant hereby grants permission to Bass Pro to publish, in any form photographs or other type of media, Participant while involved in the Event and agrees that Participant is not due any payment from Bass Pro for publishing the photographs or other media.

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### SECTION 6: ENTIRE AGREEMENT/MISSOURI LAW/PARTIAL INVALIDITY.

This Agreement constitutes the final and entire agreement between Bass Pro and Participant (including Parent or Guardian defined as Participant, if applicable) concerning the Event. I agree that the substantive law of Missouri shall exclusively apply in any action, in any litigation, without regard to the conflict of laws rules of Missouri. I understand that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri, and that if any portion of this Waiver is found to be void, invalid, or unenforceable, it is agreed that the remaining portions shall remain in full force and effect.

By signing below, the Participant and/or Parent(s) or Guardian(s) warrant that they have read and fully understand that this contract includes a waiver and full RELEASE OF LIABILITY, indemnification, and defense, of Bass Pro and warrant that they sign this document of their own free will.

Participant Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_

Parent or Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_