

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.

---

**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