

2011 BIG BANG! OPEN TOURNAMENT MANDATORY LEGAL WAIVER FORM

Full Name _____ Matching Entry Form Done? Yes No

Please be advised that this is a waiver, which means you may be giving up valuable legal rights by signing this document. If you do not understand your legal position by signing this document, you should consult with an attorney. Please initial next to each item. Your signature at the bottom indicates agreement with all items, regardless if one or more items is not initialed. If you do not agree with all items (paragraphs), do not sign the bottom. Participation in the 2011 BIG BANG! OPEN TOURNAMENT or any other Blue Storm Tournament is conditioned upon your execution of this waiver. If you, or your legal guardian, do not sign this document, you are NOT a participant of the 2011 BIG BANG! OPEN TOURNAMENT or any other Blue Storm Tournament.

Definitions:

1. Spearboard: Although the tournament is run exclusively by Spearboard, in the context of this document, "Spearboard" shall mean Enterprise Publications, Spear Wars, Blue Storm Tournaments, Spearboard.com and related officers/directors/shareholders/advisors/volunteers, Spearboard.com and/or Spearboard Open's and/or Spear Wars Sponsors, and any/all owners of property where the Captain's Meeting, Weigh-in or Ceremony occur.
2. Diving: In the context of this document, diving shall mean freediving, apnea diving, SCUBA diving, and spearfishing (or otherwise using any method to harvest fish) while in or on the water.
3. I: In the context of this document, the word "I" shall mean me, my heirs, survivors, personal representatives, estate, legal guardian, attorneys in fact, or anyone else who may be empowered to act on my behalf. Or, if I am signing as the legal guardian of a registrant, than it shall mean my ward, me, my ward's heirs, survivors, personal representatives, estate, attorneys in fact, legal guardian, or anyone else who may act on behalf of my ward or principal.

Initials: _____ I understand the inherent risks associated with diving. When harvesting fish, I understand that the risk of injury or death is even greater. I have read the tournament rules on www.spearwars.com and agree to comply with them completely.

Initials: _____ I understand that weather conditions may change rapidly, and that Spearboard is in no way responsible for my decision to head out and participate in this event. Spearboard's decision to NOT cancel the tournament does not act as an endorsement of good weather or marine conditions. I will gauge these conditions myself.

Initials: _____ I acknowledge that Spearboard is in no way directing my activities, or otherwise acting as an advisor or principal. I assume all risks not only associated with diving and spearfishing, but also boating, trailering, and/or traveling.

Initials: _____ I hereby acknowledge that not only can injuries/death occur from the risks of diving, but that diving is physically exerting, and that I must be responsible for making decisions about my own physical condition.

Initials: _____ I hereby agree to waive my right to sue Spearboard by participating in the 2011 BIG BANG! OPEN TOURNAMENT, for any injuries, death, emotional distress, pain and suffering, and all other forms of economic and non-economic damages. I agree to submit to a lie detector test if requested by the protest committee. I waive all claims, and I will hold Spearboard harmless from any claims brought on my behalf. Also, I hereby provide a full release for photo and television images. This waiver document shall also be applicable to any other Blue Storm Tournament I participate in.

Initials: _____ I hereby acknowledge that the weigh-in and awards setting is at a resort conference center, and that there may be dangers or other hazards associated with that setting and a spearfishing tournament. I will watch my children, if applicable, and understand the hazards. I hereby agree to read and follow all of the published rules of the tournament including the possibility of being required to take a voice-stress lie detector examination.

Initials: _____ I hereby acknowledge that Spearboard is not a reseller of any prizes donated to the tournaments, and is in no way in the chain of distribution. Rather, Spearboard is merely a temporary custodian of said prizes. Spearboard is not responsible for any grievance or claim I may have with respect to a prize. There are no refunds of fees or purchases.

Contestant Printed Name _____ Contestant Signature _____ Date of Signing _____ Date of Birth _____

Witness Printed Name _____ Witness Signature _____

If signing for Junior (i.e., minor), what is Name of Junior: _____ Date of Birth of Junior: _____

Guardian by virtue of (check one): Biological or Adoptive Parent with full parental rights Court appointed Guardian