



OKLAHOMA HIGH SCHOOL FISHING

Kayak Division

Official Rules OKHSF
Kayak Division
March 18, 2025

Participation Agreement

Angler Participation Agreement and Release of Liability

HAVING ACQUAINGED MYSELF WITH THE RULES AND REQUIREMENTS OIN THIS DOCUMENT, I UNERSTAND I MEUST SIGN AND DATE A COMPLETED PARTICIPATION AGREEMENT AT REGISTRATION PRIOR TO PARTICIPATING IN THIS EVENT AND ALL EVENTS FOR THE CURRENT YEAR. THAT THIS PARTICIPATION AGREEMENT WILL BE CURRENT AND LAST FOR THE YEAR IT IS SIGNED AND AGREED UPON. THIS AGREEMENT IS NOT VALID UNTIL OKLAHOMA HIGH SCHOOL OR THE SCHOOLS AFILIATED WITH OKLAHOMA HIGH SCHOOL ACKOWLEDES RECIEPT AND ACCEPTANCE OF ALL REQUIRED DOCUMENTS. THE TOURNAMENT DIRECTOR RESERVES THE RIGH TO REJECT MY APPLICATION FOR ANY REASON AND UPTON SUCH REJECTION, WILL REFUND THE DEPOSTR OR ENTRY FEES.

Article I COMPLIANCE WITH RULES

By signing this agreement, I (also referred to as “Angler”) hereby agree to be bound by and comply with all Tournament Rules the Code of Conduct, payment schedules, guidelines and regulations in the Oklahoma High School Kayak Division communicated to me in writing or verbally by OKHSF or OKHSF affiliated club(s). I also certify that I am a member in good standing with SAF (Student Angler Federation) and OKHSF (Oklahoma High School Fishing). That I am physically fit and there are no health-related reasons which preclude my participating in any OKHSF or OKHSF Affiliated club(s) sanctioned event.

Article II: RELEASE OF LIABILITY; INDEMNIFICATION

II-1 I expressly assummer all risks associated with my participation in the OKHSF or OKHSF affiliated club event(s) for myself, my executors, administrators, heirs, next of kin, successors and assigns. I hereby waive, release and discharge OKHSF, Oklahoma High School Fishing Corp. and any OKHSF affiliated club their respective affiliates, subsidiaries, hosts, sponsors, tournament officials, employees, volunteers and any company or persons involved with Oklahoma High School Fishing Corp or affiliated groups from any and all losses, liabilities, claims, damages and expenses, including without limitation to attorney fees and related costs of any kind (hereinafter “Claims”) arising out of or in connection with my participation in any OKHSF or Affiliated clubs or group events. Including but not limited to claims involving death, injury, illness or communicable diseases and personal loss. The risks may include, but not limited to, those caused by water conditions such as temperature weather, equipment and the actions of others including but not limited to, participants, volunteers and spectators. This release of liability shall be construed broadly to provide a release and waiver to the maximum

extent permissible under applicable law.

II-2 I shall indemnify, defend and hold harmless the Released Parties against all Claims, whether or not a lawsuit or other proceeding is filed, to the extent that they arise out of: (1) my breach of the terms of this Agreement; (2) gross negligence or willful misconduct by me, my agents or those acting on my behalf; (3) my violation of any applicable law, ordinance, rule or regulation, including but not limited to all rules and guidelines applicable to tournament events; and (4) breach of any warranty provided by me to Released Parties hereunder. I shall provide OKHSF with prompt notice of any claim and give complete control of its defense and settlement to OKHSF I shall also cooperate in all reasonable respects with OKHSF, its insurance company, the Released Parties (as applicable) and their legal counsel in the defense of such a claim. If I fail to promptly indemnify and defend a covered claim, the Released Parties shall have the right to defend themselves, and in such case, I shall promptly reimburse the Released Parties for all of their associated costs and expenses.

ARTICLE III: GRANT OF RIGHTS

III-1 I hereby irrevocably grant permission to OKHSF, and its affiliates and subsidiaries, the successors of each of the foregoing, and each of their respective agents, licensees and assigns and those acting under their permission or upon their authority (collectively, the "Licensees"), in perpetuity, a worldwide, nonexclusive, royalty-free, fully paid-up license to reproduce, display, exhibit, publish, broadcast, distribute and otherwise use, and permit others to use, my name, image, nickname, initials, symbols, likeness, signature, photograph, voice, statements, biographical material and any and all attributes of my personality and appearance (collectively, my "Identity") in materials created in connection with my participation in OKHSF Kayak Division or affiliate club events (collectively, the "Materials"), alone or with other materials, in connection with the promotion of OKHSF, and any tournaments or other events staged by OKHSF, in any and all manner and media now known or hereafter devised including, without limitation, in print, on television programs, on websites owned by or affiliated with the Licensees, on third-party websites, in social media channels, in public relations materials and for any lawful purpose in its sole discretion. During tournaments, I agree to promptly and fully comply with all filming, camera location and other rules, guidelines and instructions of OKHSF.

III-2. I hereby warrant that I have the right to make this release and that my granting of this release and the rights conveyed thereby will not infringe the rights of any third party. I represent and warrant that I have or shall obtain any rights and permissions from all third parties sponsoring or affiliated with me needed by OKHSF and Affiliates (the "Third Party Rights") to effectuate the grant of rights set forth in paragraph 3.1. These Third-Party Rights from sponsors and affiliates shall grant OKHSF the right to utilize such third-party logos, insignias, trade dress or other intellectual property (collectively "Third Party IP") shown in any Materials featuring me, or otherwise in connection with OKHSF's use of my Identity as set forth in the paragraph. Provided that such Third Party IP is only shown in conjunction with my Identity, (for example, on apparel worn by me or on items used by me), OKHSF shall not be required to seek approvals from such Third Parties.

III-3. I acknowledge that the Licensees have no obligation to use the Materials or my Identity. I hereby waive any right that I may have to inspect or approve any finished product or the use to which it is applied and I agree no further approval is required for the Licensees to use any Materials or my Identity and that the Licensees will not be liable to me for any distortion or illusionary effect resulting from the exhibition, publication or broadcast of the Materials or my Identity. I acknowledge and agree that no further payment or consideration will be due to me for OKHSF's use of the Materials or my Identity as authorized herein.

III-4. I acknowledge that all rights, titles, and interests to the Materials, including without limitation all copyrights and trademark rights, shall be the sole and exclusive property of OKHSF and that OKHSF has the unlimited right throughout the universe to edit, modify and otherwise use such materials. With regard to the Licensees' exploitation of the rights granted hereunder, I, on behalf of myself and my

heirs, executors, administrators and assigns, hereby irrevocably: (a) release, discharge and waive all claims, demands, losses and liabilities of any nature against the Licensees that I, my heirs, executors, administrators and assigns had, now have or hereafter may have, including, but not limited to, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like, and (b) covenant not to make any claims against any of the Licensees.

III-5. During tournaments, and subject to compliance with OKHSF guidelines, OKHSF hereby grants to the undersigned Angler, the right to create, use and publish Angler-created materials (“Angler Materials”), such as still photos and video shot by Angler, on Angler’s website and social media channels with OKHSF written permission. Angler may also live stream during a tournament, OKHSF reserves the right to revoke this permission at any time if OKHSF, if at its discretion believes the content is inappropriate or in any way, violates other OKHSF rules. Angler must remove such content within two (2) hours of notification.

Article IV. MISCELLANEOUS

IV-1 Contingency Programs. Contingency programs are sponsor-funded programs developed to reward competitors based on a predefined set of criteria. Participation in contingency programs is at the Angler’s discretion.

Article V. ADDITIONAL REQUIREMENTS

If Angler elects to participate in other OKHSF.-sanctioned tournaments, Angler will be required to execute a Participation Agreement containing the applicable rules and regulations, code of conduct and tournament series-specific content such as wrapped boat and uniform guidelines. Angler agrees to participate in programs recommended or developed by OKHSF that promote the growth of the sport and to fully support programs intended to raise awareness of my individual angler brand and identity.

Article VI. LEGAL

VI-1 Truth Verification Test. By registering and signing the Participation Agreement, Angler agrees to submit to a truth verification test at any time and abide by its conclusion.

VI-2 Communication. The Angler must provide OKHSF with a current email address. Angler agrees that delivery of any notice, communication, guideline or instruction to Angler via email shall constitute notice to Angler and shall comply with any notice requirements set forth herein. Angler must also provide a personal cell number capable of receiving text messages from OKHSF

VI-3 Governing Law, Venue and Jurisdiction. This Agreement shall be governed by and interpreted in all respects in accordance with the substantive laws of the state of Oklahoma, without regard to its choice of law and/or conflicts of law principles. I irrevocably agree that any disputes directly or indirectly arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in Tulsa, Oklahoma. I hereby irrevocably consent to such venue and to the exclusive jurisdiction of any such court over any such dispute.

VI-4 Miscellaneous. If any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein. This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings and/or agreements relating to the subject matter hereof. This Agreement may not be modified except by an instrument in writing signed by both parties. In signing this document, I am not relying on any promises, representations or other statements that are not contained in this Agreement.

VI-5 Electronic Signature. The execution of this document by electronic mail or by any other electronic or digital means shall be deemed to constitute effective execution of this document. Any

signature transmitted by facsimile, email or other electronic or digital means shall be deemed an original signature for all purposes. By signing up, registering, paying and participating online or in person at any sanctioned OKHSF or OKHSF Affiliate club(s) events, Participant(s) agree to all the rules and regulations in this contract and rules without signature.

VI-6 Requirement for Consent of Parent or Guardian. If I am under the age of majority in the state in which I reside, I understand that I must have the consent of my parent or guardian to participate in the tournament series. I agree to provide accurate and complete information to OKHSF to facilitate OKHSF efforts to secure such consent. I acknowledge that my failure to provide accurate information or secure consent from my parent or guardian may result in my disqualification from the Tournament Series.

OKHSF RELEASE FORM

BY SIGNING THE OKHSF RELEASE FORM YOU AKNOWLEDGE YOU HAVE READ ALL OKHSF RULES AND REGULATIONS. THAT YOU AGREE TO FOLLOW ALL RULES AND REGULATIONS, YOU RELASE OKHSF FOR ANY LIABILITIES, ACCIDENTS, INJURIES OR DEATH WHEN COMPETING OR REGISTERING IN ANY OKHSF OR AFFILIATED EVENT.

I UNDERSTAND I MUST SIGN AND DATE THIS AGREEMENT PRIOR TO PARTICIPATING IN THIS EVENT, AND THAT IF I AM UNDER THE AGE OF MAJORITY IN THE STATE IN WHICH I RESIDE, I MUST OBTAIN THE CONSENT OF A PARENT OR GUARDIAN TO ENTER INTO THIS AGREEMENT. MY REGISTRATION IS NOT COMPLETE UNTIL OKHSF ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF THIS AGREEMENT, RECEIVES THE CONSENT OF MY PARENT OR GUARDIAN (IF APPLICABLE), AND ALL OTHER NECESSARY DOCUMENTS. THE TOURNAMENT DIRECTOR RESERVES THE RIGHT TO DENY MY PARTICIPATION IN THE TOURNAMENT SERIES OR ANY COMPONENT THEREOF FOR ANY REASON AND, UPON SUCH DENIAL, TO REFUND THE DEPOSIT OR ENTRY FEE.

I ATTEST THAT I HAVE READ AND HAVE UNDERSTOOD THE PROVISIONS OF THIS AGREEMENT AND THE TOURNAMENT OFFICIAL RULES. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, WHICH CONTAINS LIABILITY AND OTHER RELEASE LANGUAGE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS AGREEMENT.

Angler Signature: _____

Print Name: _____

Address: _____

Date: _____ City, _____ State & Zip: _____

Cell Phone #: _____

IF THE PERSON EXECUTING THE FOREGOING RELEASE IS A MINOR, THE FOLLOWING SECTION MUST BE COMPLETED BY MINOR'S PARNET OR LEGAL GUARDIAN:

I represent that I am a parent or legal guardian of the minor who has signed the above Agreement, and I hereby consent to the terms of set forth herein and agree that we both shall be bound thereby. I UNDERSTAND THAT THIS AGREEMENT CONTAINS LIABILITY AND OTHER RELEASE LANGUAGE. BY SIGNING THIS AGREEMENT I HAVE GIVEN UP SUBSTANTIAL RIGHTS.

Parent or Legal Guardian Signature: _____

Print Name: _____

Address: _____

Date: _____ City, _____ State & Zip: _____

Cell Phone #: _____