

RELEASE, WAIVER, AND COVENANT NOT TO SUE

EVENT: 2023 TOYOTA BONUS BUCKS OWNERS TOURNAMENT

EVENT DATE: SATURDAY, OCTOBER 21, AND SUNDAY, OCTOBER 22, 2023

ACTIVITIES: BASS FISHING TOURNAMENT

LOCATION: McFarland Park / Pickwick Lake, Florence, AL

I hereby acknowledge that Toyota Motor Sales, U.S.A., Inc. ("**TMS / USA**") has agreed to provide promotional funding and other materials and services to Dynamic Sponsorships, L.L.C. and B.A.S.S. ("**Promoters**"), in order to support its organization and administration of certain activities. ("**Activities**"), and that I will benefit from being permitted to participate in such activities. Activities to include, the 2023 Toyota Bonus Bucks Owners Tournament (October 21-22, 2023, at the McFarland Park / Pickwick Lake-Florence, AL). I further understand that TMS / USA's agreement to support Promoters involvement with Activities is conditioned upon the execution of this Release by all participants. Therefore, in consideration of being permitted to prepare for, participate in, to work for, or in any other way be involved for any purpose with the Activities, I FOR MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, ASSIGNS AND INSURERS UNCONDITIONALLY AND VOLUNTARILY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE ANY AND ALL SPONSORS (AS HERINAFTER DEFINED) FROM ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH I, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, ASSIGNS AND INSURERS MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE, AS A RESULT OF MY PARTICIPATION IN SUCH ACTIVITIES.

The term "**Sponsors**" shall mean and include Dynamic Sponsorships, L.L.C., B.A.S.S., and its officers, shareholders, directors, agents, representatives and employees; Toyota Motor Sales, USA; Inc., and its parent, subsidiaries and affiliated companies, and their agents, employees, directors, officers, representatives, shareholders, participants, promoters, sponsors, advertisers, and the owners and lessees of the premises to be used to conduct the Activities.

This RELEASE, WAIVER AND COVENANT NOT TO SUE IS INTENDED TO DISCHARGE IN ADVANCE THE SPONSORS FROM AND AGAINST ANY AND ALL LIABILITY ARISING OUT OF, OR CONNECTED IN ANY WAY WITH MY PARTICIPATION IN THE ABOVE-DESCRIBED EVENT, EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE, CARELESSNESS OR OTHER CONDUCT ON THE PART OF SPONSORS.

I UNDERSTAND THAT SERIOUS ACCIDENTS OCASIONALLY OCCUR DURING BOATING AND FISHING ACTIVITIES, AND THAT PARTICIPANTS IN SUCH ACTIVITIES CAN SUSTAIN MORTAL OR SERIOUS PERSONAL INJURIES AND / OR PROPERTY DAMAGE AS A CONSEQUENCE THEREOF. KNOWING THE RISKS OF PARTICIPATING IN SUCH ACTIVITIES, NEVERTHELESS, I HEREBY AGREE TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR, AND RISK OF, BODILY INJURY, DEATH, PROPERTY DAMAGE OR ANY OTHER TYPE OR KIND OF INJURY OR DAMAGE WHICH OCCURS WHILE PARTICIPATING IN OR IN ANY OTHER WAY INVOLVING MYSELF WITH THE EVENT. I FURTHER AGREE TO RELEASE AND HOLD HARMLESS SPONSORS WHO, THROUGH THEIR NEGLIGENCE, CARELESSNESS OR OTHER CONDUCT, MIGHT OTHERWISE BE LIABLE TO ME, MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, ASSIGNS AND INSURERS, FOR DAMAGES.

I EXPRESSLY AGREE THAT THE FOREGOING RELEASE, WAIVER AND COVENANT NOT TO SUE IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAW OF THE STATE IN WHICH THE EVENT IS CONDUCTED AND THAT IF ANY PORTION THEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

I HEREBY AGREE TO WAIVE MY RIGHTS OF PRIVACY OR PUBLICITY WITH REGARDS TO THE PROGRAMS OF THE TOURNAMENT, MEDIA COVERAGE, PUBLICITY OF THE TOURNAMENT IN WHICH I APPEAR AND CONSENT TMS/USA AND SPONSORS (AND THOSE ACTING UNDER THEIR PERMISSION OR UPON THEIR AUTHORITY) COPYRIGHTING, DISTRIBUTING, TELEVISIONING, PUBLISHING AND USING IN ANY WAY THE AUDIO / VISUAL PORTIONS OF ANY TELEVISION VIDEOTAPE, PHOTOGRAPHS, OR PICTURES OF ME OR OF INTERVIEWS, SCENES, OR OTHERS SEQUENCES IN WHICH I MAY BE INCLUDED, AND ANY REPRODUCTION THEREOF, ANYWHERE AT ANYTIME THROUGH ANY MEDIUM OR MEDIA FOR ADVERTISING, PROMOTION, TRADE, TELEVISION PROGRAMMING OR OTHER LAWFUL PURPOSE WHATSOEVER, AND I SHALL NOT BE ENTITLED TO RECEIVE ANY ROYALTIES OR OTHER COMPENSATION IN CONNECTION WITH SUCH USE.

This Release, Waiver and Covenant Not to Sue embodies the entire agreement with respect to the matters herein and supersedes any previous or contemporaneous negotiations or agreements with respect to such matters. I AGREE THAT NO PROMISE OR INDUCEMENT HAS BEEN OFFERED EXCEPT AS HEREIN SET FORTH, AND THAT THIS RELEASE, WAIVER AND COVENANT NOT TO SUE HAS NOT BEEN EXECUTED BASED UPON STATEMENTS OR REPRESENTATIONS BY ANY PERSON OR ENTITY OTHER THAN THOSE SET FORTH HEREIN.

This Release, Waiver, and Covenant Not to Sue shall be construed and interpreted in accordance with the laws of the State of California without regard to conflicts of laws principles therein. I HEREBY CERTIFY THAT I HAVE CAREFULLY READ, FULLY UNDERSTAND AND VOLUNTARILY SIGN THIS RELEASE, WAIVER AND COVENANT NOT TO SUE, AND UNDERSTAND COMPLETELY ALL THE TERMS USED AND THEIR SIGNIFICANCE.

SIGNATURE

PRINTED NAME

DATE:

SIGNATURE OF PARENT OR GUARDIAN IF SIGNATORY IS UNDER 21 YEARS OF AGE