

Updated and effective January 1, 2025

Participation Agreement

Angler Participation Agreement and Release of Liability

HAVING ACQUAINTED MYSELF WITH THE RULES AND REQUIREMENTS IN THIS DOCUMENT, I UNDERSTAND I MUST CHECK THE TERMS AND CONDITIONS BOX TO SIGNIFY A COMPLETED PARTICIPATION AGREEMENT AT REGISTRATION PRIOR TO PARTICIPATING IN THIS EVENT AND ALSO COMPLETE THE ONLINE ENTRY FORM BY THE DEADLINE DATES PROVIDED BY KRAKEN TACKLE COMPANY LLC. MY REGISTRATION IS NOT COMPLETE UNTIL KRAKEN TACKLE COMPANY LLC ACKNOWLEDGES RECEIPT AND ACCEPTANCE OF ALL REQUIRED DOCUMENTS. THE TOURNAMENT DIRECTOR RESERVES THE RIGHT TO REJECT MY APPLICATION FOR ANY REASON AND, UPON SUCH REJECTION, TO REFUND THE DEPOSIT OR ENTRY FEE. This will occur electronically through Tourney X.

P1. 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 and all other guidelines and regulations in the 2025 KTC Kayak Monthly series rules or otherwise communicated to me in writing by Kraken Tackle Company LLC. I also certify that I am physically fit and that there are no health-related reasons or problems which preclude my participation in the tournament series.

P2. RELEASE OF LIABILITY; INDEMNIFICATION

2.1. I expressly assume all risks associated with my participation in the Tournament Series and for myself, my executors, administrators, heirs, next of kin, successors and assigns, I hereby waive, release and discharge Kraken Tackle Company LLC, and their respective affiliates and subsidiaries (herein collectively "KTC"), the hosts, sponsors, and tournament series officials ("Released Parties") from any and all losses, liabilities, claims, damages and expenses (including without limitation, attorney's fees and related costs), of any kind (hereinafter "Claims") arising out of or in connection with my participation in the tournament series, including but not limited to Claims involving, death, disability, personal injury and/or property damage. I hereby INDEMNIFY, HOLD HARMLESS AND PROMISE NOT TO SUE the Released Parties for any and all claims arising as a result of my participation in this Tournament. I acknowledge that this Tournament may carry with it the potential for death, serious injury, illness and/or possible exposure to COVID-19 or other communicable diseases and personal loss. The risks may include, but are not limited to, those caused by water conditions, temperature, weather, equipment and the actions of other people 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.

2.2. 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 Kraken Tackle Company LLC with prompt notice of any claim and give complete control of its defense and settlement to Kraken Tackle Company LLC. I shall also cooperate in all reasonable respects with Kraken Tackle Company LLC, 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.

P3. GRANT OF RIGHTS

3.1. I hereby irrevocably grant permission to Kraken Tackle Company, 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 Tournament Series (collectively, the "Materials"), alone or with other materials, in connection with the promotion of Kraken Tackle Company LLC, and any tournaments or other events staged by Kraken Tackle Company LLC, 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 Kraken Tackle Company LLC.

3.2. 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 Kraken Tackle Company LLC (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 Kraken Tackle Company LLC 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 Kraken Tackle Company LLC’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), Kraken Tackle Company LLC shall not be required to seek approvals from such Third Parties.

3.3. 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 Kraken Tackle Company LLC’s use of the Materials or my Identity as authorized herein.

3.4. 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 Kraken Tackle Company LLC and that Kraken Tackle Company LLC 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.

3.5. During tournaments, and subject to compliance with Kraken Tackle Company LLC guidelines, Kraken Tackle Company LLC 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. Angler may also live stream during a tournament, Kraken Tackle Company LLC reserves the right to revoke this permission at any time if Kraken Tackle Company LLC at its discretion believes the content is inappropriate or in any way violates other Kraken Tackle Company LLC rules. Angler must remove such content within two (2) hours of notification.

P4. MISCELLANEOUS

4.1 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.

P5. ADDITIONAL REQUIREMENTS

If Angler elects to participate in other Kraken Tackle Company LLC -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 Kraken Tackle Company LLC that promote the growth of the sport and to fully support programs intended to raise awareness of my individual angler brand and identity.

P6. LEGAL

6.1 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.

6.2 Communication.

The Angler must provide Kraken Tackle Company LLC 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.

6.3. 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 Maryland, 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 Wicomico County, Maryland. I hereby irrevocably consent to such venue and to the exclusive jurisdiction of any such court over any such dispute.

6.4. 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.

6.5. 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.

6.6 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 Kraken Tackle Company LLC to facilitate Kraken Tackle Company LLC's 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.

I UNDERSTAND I MUST CHECK THE TERMS AND CONDITIONS BOX OF 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 KRAKEN TACKLE COMPANY LLC 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. THIS WILL BE DONE AUTOMATICALLY AS YOU SIGN UP IN TOURNEY X

Angler Signature: _____ Date: _____

Print Name: _____

Address: _____

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: _____ Date: _____

Print Name: _____

Address: _____

City, State & Zip: _____

Cell Phone# _____