



Mercer Area  
Chamber of Commerce  
**2023 Mercer Open All Species  
Fishing Tournament**  
**June 23-25, 2023**

Registration includes shirt, meal tickets (Sat & Sun) & swag bag

Early Birds guaranteed t-shirt to size, after June 1 no size guaranteed.

Can-Yak  Open

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

T-shirt Size: S M L XL XXL

Where did you hear about this event? \_\_\_\_\_

What type of Boat will you be using? \_\_\_\_\_

Team Name (if applicable): \_\_\_\_\_

I hereby grant permission to the Mercer Area Chamber of Commerce to use photographs and/or video of me taken at the 2023 Mercer Open All-Species Fishing Tournament in publications, news releases, online, and in other communications related to the mission of the Mercer Area Chamber of Commerce.

Signature

Date

**Adults: \$55 | Team of 4: \$180**

**ONE Child 18 & Under: \$20.00 per Registered Parent**

Make checks payable to Mercer Area Chamber of Commerce

Mail your check with this form to

5150 N Hwy 51, Mercer, WI 54547

**MercerOpen.com | info@mercerc.com | 715.476.2389**

2023 Mercer Open All-Species Fishing Tournament Wavier

**PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGEMENT OF RISK**

**MUST BE COMPLETED AND SIGNED**

In consideration of the services of the Mercer Area Chamber of Commerce Inc. and all of the Mercer Open Fishing Tournament sponsors, their agents, owners, officers, volunteers, participants, employees and all other persons or entities acting in capacity on their behalf, I hereby agree to release and discharge Mercer Area Chamber of Commerce Inc. and all of the Mercer Open sponsors, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that certain known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. **The risks include among other things:** Collision with other boaters or objects in the water, or other fixed objects: falling out of boat: my own equipment failure or the failure of other's equipment: my own or other's negligence: objects or conditions that may cause injury. Furthermore, employees and volunteers have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions and the equipment being used might malfunction.

I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Mercer Area Chamber of Commerce the event host site, and all of the Mercer Open sponsors from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of Mercer Area Chamber of Commerce, the event host site, or any of the Mercer Open sponsors equipment or facilities, **including such claims which allege negligent acts or omissions of.**

Should the Mercer Area Chamber of Commerce, the event host site, or any of the Mercer Open sponsors or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating. Or else, I agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions, which could interfere with my safety in this activity. Or else, I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit against the Mercer Area Chamber of Commerce, the event host site, or any of the Mercer Open sponsors., I agree to do so solely in the state of Wisconsin. I further agree that the substantive law of that state shall apply in this action without regard to the conflict of law rules of that state.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

**By signing this document, I certify that**

**I have read and understand all 7 of the above liability and risk statements and I agree that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Mercer Area Chamber of Commerce, the host site, and all of the Mercer Open sponsors, on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and agree to be bound by its terms.**

**FOR MINOR CHILDREN**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_(Print Minor's name)

being permitted by \_\_\_\_\_(Print Parent or Guardian's name)

to participate in 2023 Mercer Open All-Species Fishing Tournament. I further agree to indemnify and hold harmless the Mercer Area Chamber of Commerce, Inc. from any and all claims which are brought by, or on behalf of the said Minor, and which are in any way connected with such use or participation by the said Minor.

Parent or Guardian Signature \_\_\_\_\_ Date: \_\_\_\_\_