



2018 LOS SUEÑOS SIGNATURE TRIPLE CROWN WAIVER AND INDEMNIFICATION

For a valuable consideration, receipt of which is acknowledged, including in such consideration, without limitation, the right to participate in the one or all of the 2018 Los Sueños Signature Triple Crown billfish tournaments (collectively or, if applicable, individually, the "Series") and as an express condition to obtain such right to participate and the consent of Releasee (as defined below) to so participate. the undersigned angler, captain, mate, certified observer, guest or any other third party involved directly or indirectly with Releasor (individually or collectively, "Releasor"), indemnify (including, without limitation, all attorney's fees and costs), hold harmless, release, relieve, acquit, remise, absolve and discharge Silver Asset Management, a corporation formed and operating in the country of Panama, Guapizul, Ltd., a limited liability company formed and operating in Costa Rica, Constructora COPT, Ltd., a limited liability company formed and operating in Costa Rica, El Sueño Resort, LLC, a limited liability company organized and operating in the State of Delaware and elsewhere in the United States, some of which entities are individually or collectively doing business as Los Sueños Resort and Marina ("Resort"), Los Sueños Marina ("Marina") and Los Sueños Signature Triple Crown Tournaments; Fischer Productions, RK Creative Solutions Inc., Pepper Ailor, and any such other photographer or videographer as identified prior to any event of the Series (collectively or individually "Tournament Film Crew" and/or "Tournament Photographer"), individually and/or collectively and each of their respective parent companies, subsidiaries, affiliates, employees, officers, partners, associates, directors, agents, representatives, and shareholders (collectively or, if applicable, individually, "Releasee") from and against any and all liability for bodily injury, property damage or any other liability including all losses, claims or actions of whatever kind or nature (collectively, or individually, a "Claim"), whether known or unknown, suspected or unsuspected, that Releasor may have against Releasee including, without limitation, any Claim that arises or may arise from the participation of Releasor whether on a vessel located in the Marina, or fishing, or otherwise participating in the Series, or that may occur elsewhere in the Resort, including, without limitation, the Beach Club located in the Resort at which certain of the Series events will take place.

For a further valuable consideration, receipt of which is hereby acknowledged Releasor agrees that between the dates of January 17-20, 2018 and February 28-March 02, 2018, and March 21-24, 2018 that all photographs and/or filming taken in the Resort, including the Marina or outside of the Resort including in the ocean waters of Costa Rica as part of the 2018 Los Sueños Signature Triple Crown billfish tournament series ("Tournaments") may be published in print or shown in any other media, including, without limitation, television, Internet, social media, DVD'S or CD'S and your participation or presence in the Resort for any purpose in regard to the Tournaments is evidence of your consent and agreement to have your photograph or picture taken and used in the manner set forth above without any consideration or reservation or further waiver. Releasor further grants permission and gives consent to Releasee to use, display, or reproduce such photographs and such media in all publications, advertisements, websites, social media and other printed publications, or other media, including, without limitation, social media, television, DVD'S or CD'S without further consideration or consent including the right of any of the parties constituting Releasee to crop, treat or otherwise revise any of such photographs or film in such parties sole discretion. Releasor further acknowledges that all of such parties constituting Releasee may choose to use, in any such manner, any of such photographs or film at any future time at and in such parties sole discretion. The "Notice of Event Photography and Filming" is incorporated immediately below.

This waiver shall be governed by and interpreted in accordance with the Laws of the Republic of Costa Rica. In the event that any provision of this waiver is determined to be invalid or unenforceable, then such provision shall be omitted from this waiver and the remaining provisions shall remain in full force and effect. Any and all disputes, claims, differences, disputes or controversies arising out of or in relation to any aspect of this waiver, its performance, liquidation, interpretation, validity or any breach thereof, shall be resolved by arbitration of law at Releasor or Releasee's request in accordance with the bylaws of the International Center for Conciliation and Arbitration of the Costa Rican-American Chamber of Commerce ("CICA"). The Parties hereby agree to submit voluntarily and unconditionally to its rules and bylaws and claim knowledge thereof. The laws of Costa Rica shall govern the conflict. The arbitration shall take place at CICA in San José, Republic of Costa Rica. An arbitration tribunal of three arbitrators shall decide the matters subject to the arbitration procedure. The award rendered pursuant to such arbitration shall be in writing, shall be final, binding and conclusive between the parties. The award shall have no further recourse, except for those provided for review and nullity. Once the award is rendered and is final, it will produce the effects of res judicata and the parties shall comply with the award without delay. Costs related to the arbitration procedure and arbitrators' shall be borne by the parties in equal proportion as the arbitration procedure advances, unless the arbitration tribunal decides otherwise.

NOTICE OF EVENT PHOTOGRAPHY AND FILMING

You, as Releasor of the Waiver to which this Notice of Photography Event ("Notice") is attached, confirm that you have been advised that between the dates January 17-20, 2018 and February 28-March 03, 2018, and March 21-24, 2018 all photographs or film taken either (1) within or outside of Los Sueños Resort and Marina ("Resort") or (2) in the ocean waters outside of the Resort as part of the 2018 Los Sueños Signature Triple Crown billfish tournament series, (hereafter referred to as "Tournaments") may be published, shown or otherwise used in any manner in either print or other media including, without limitation, television, Internet, social media, DVD'S or CD'S. Your presence either (1) inside or outside of the Resort and/or (2) in the ocean waters as referenced above during the photography or filming of the events of the Tournaments grants and confirms consent by you to have your photograph or such filming taken without consideration or reservation.

Permission is granted to the Resort, the "Tournaments", the Tournament Film/Photography Crew and to all other parties defined as a Releasee in the Waiver (collectively, the "Parties") to use my photographs, in any form in its publications, social media websites and in other official printed publications or other media including, without limitation, television, Internet, social media, DVD'S or CD'S without further consideration, consent or permission. I further acknowledge and agree that (1) any of the Parties shall have the unilateral right to crop or treat such photographs or filming in their sole discretion and (2) the Parties may choose not to use any photographs or filming in which I am shown at this time, but may do so at their own discretion at a later date.

By executing the Waiver to which this Notice is attached, I agree to indemnify and hold harmless from any claims each and all of the Parties constituting Releasee as set forth in the attached Waiver, including, without limitation the following: the Resort; the Marina: Los Sueños Signature Tournaments; the Tournament Film Crew; the Tournament Photographer(s), and all other Parties defined as a Releasee in such Waiver.

If you have any questions in regard to either the Waiver or this Notice, please contact a member of the Tournament Staff.

Execution of this Waiver and Angler Oath, as applicable, sent by facsimile or e-mail shall be binding and enforceable, on Releasor, and his or her successors, heirs, and assigns.

FREE MEMBERSHIP TO PACIFIC SPORT FISHING ASSOCIATION

- By signing below I agree to become an honorary member, if I am not one already, of the Pacific Sport Fishing Association, which such membership is at no cost to myself and requires no obligations.

ANGLER'S OATH

- I swear that I will uphold the rules of this tournament and those of I.G.F.A.
- I swear that my declared occupation on the Team Entry Application for the 2018 Triple Crown Los Sueños Signature Billfish Series is correct.
- I swear that I correctly stated my status in regards to being a professional angler, in accordance with this tournament's official rules and regulations, and that my application on the Team Entry Application for the 2018 Los Sueños Signature Triple Crown is true and correct.
- I understand that should the information contained in the Team Entry Application for the 2018 Los Sueños Signature Triple Crown be untrue and incorrect, my team may suffer disqualification from the tournament.
- In the event of any physical or emotional harm endured by me during the tournament, I agree to hold harmless the Tournament Committee, the vessel owners and the resort and marina owners in accordance with the above Waiver and Indemnification and Notice of Event Photography.

Releasor:

Dated: _____, 2018

Name of Vessel that Releasors are aboard or otherwise involved with during the Tournament

PRINTED NAME

Captain, Name:
Angler #1 Name:
Angler #2 Name:
Angler #3 Name:
Angler #4 Name:
Angler #5 Name:
Addl. Angler Name:
Mate #1 Name:
Mate #2 Name:

SIGNATURE

Captain Signature:
Angler #1 Signature:
Angler #2 Signature:
Angler #3 Signature:
Angler #4 Signature:
Angler #5 Signature:
Addl. Angler Signature:
Mate #1 Signature:
Mate #2 Signature: