2027 OBSERVER APPLICATION FORM

Observers are selected by their fishing experience and by their physical ability to be stationed in the cockpit, near the action. Often the outcome of these tournaments hinge on the close positioning of the observer (to spot rule infractions and to ensure species identification under extreme conditions).

Please be honest and pass on this application unless you are physically fit, responsible and have ample bill fishing experience. An inexperienced, irresponsible or immobile observer can easily throw the tournament winnings into the hands of an underserving angler.

PERSONAL INFORMATION

Name:	
Address:	
Email:	
Cell:	
Tel Home:	
Tel Work:	

CERTIFIED BY: IGFTO #_____ LSOCP #_____

I AM AVAILABLE TO OBSERVE IN:

- ☐ *January, LEG 1:* *Ladies Only 19, Triple Crown 20-23*
- ☐ *February, LEG 2:* *Ladies Only 23, Triple Crown 24-27*
- ☐ *March, LEG 3:* *Ladies Only 30, Triple Crown March 31-Apr 3*

BRIEFLY LIST YOUR FISHING EXPERIENCE, INCLUDING PREVIOUS TOURNAMENTS YOU HAVE OBSERVED IN:

WAIVER AND INDEMNIFICATION & NOTICE OF EVENT PHOTOGRAPHY AND FILMING

For a valuable consideration, receipt of which is acknowledged, including in such consideration, without limitation, the right to participate in the any one or all of the 2027 Tournaments (collectively or, if applicable, individually, the "Tournaments") 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, 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 SHM Holdco, LLC and its subsidiaries, 3-102-943264, SRL and Guapizul, Ltd., limited liability companies 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, Constructora COPT, Ltd., a limited liability company formed and operating in Costa Rica, and LS Food, Ltd., a limited liability company formed and operating in Costa Rica, some of which entities are individually or collectively doing business as Los Sueños Resort and Marina ("Resort"); Safe Harbor Los Sueños and/or Los Sueños Marina (individually or collectively, "Marina"), Ladies Only Tournament and Los Sueños Triple Crown Tournaments, official tournament photographer and videographer ("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 Tournaments, or that may occur elsewhere in the Resort, including, without limitation, the Marina, Beach Club located in the Resort at which certain of the Tournaments' events will take place. 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 Lessor's or Lessee's request in accordance with the bylaws of the International Center

for Conciliation and Arbitration of the Costa RicanAmerican Chamber of Commerce ("CICA"). The Parties hereby agree to submit voluntarily and unconditionally to their 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:

For a further valuable consideration, receipt of which is hereby acknowledged Releasor agrees that between the dates of January 18-23, 2027, February 22-27, 2027, and March 29-Apr 3, 2027, that all photographs and/or filming taken in the Resort, including the Marina, Marina Village, or outside of the Resort including in the ocean waters of Costa Rica as part of the Tournaments may be published in print or shown in any other media, including, without limitation, television, DVD'S or CD'S, and social media, 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 furthers grants permission and gives consent to Releasee to use, display, or reproduce such photographs and such media in all publications, advertisements, websites and other official printed publications, or other media, including, without limitation, television, DVD'S or CD'S, and social media 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 Release 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. If you have any questions regarding either the Waiver or Notice of Event Photography, please contact a member of the Tournament Staff. Execution of this Waiver and Angler Oath, as applicable, in person or sent by email, shall be binding and enforceable, on Releasor, and his or her successors, heirs, and assigns.

OBSERVER'S OATH

- I swear that I will uphold the rules of the Tournaments and those of I.G.F.A.
- I swear that I will be dependable during my engagement and prompt to my daily boat assignments.
- I swear that I will not participate in any betting activities, nor will I accept gifts (monetary or otherwise) from the contestants or members of the crew.
- I swear that the fishing experience listed on my application is correct.
- I understand that my observer duties will require me to be stationed in the cockpit, where there is a possibility of my being positioned in harm's way.
- In the event of any physical or emotional harm endured by me during my term of service - I agree to hold harmless the Tournament, the Tournament Staff, Tournament Committee, the vessel owners, participants, the resort and marina owners.
- I agree to all the terms and conditions of the above Waiver and Indemnification and Notice of Event Photography.

_____

Signature

Printed Name: _____

Date: _____

Upon acceptance by the tournament of the observer's performance, observer will be required to provide the tournament with an emergency contact name, their cell number, and email address, in addition to providing observer's lodging information (location, unit and phone number).