

# The POC Freeze Out Invitational Fishing Tournament Unconditional Waiver, Release, Indemnification and Agreement Not to Sue

To the fullest extent permitted by applicable law, the person named below has entered into this Agreement on behalf of him/herself, and on behalf of his/her personal representatives, estate, heirs, spouse, family, beneficiaries, guests, invitees, employees, minor children, team-mates, passengers and crew members (all of which are individually and collectively referred to as "Participant"). As the passport holder, Participant has entered into this Agreement with respect to and on behalf of his/her entire fishing team and all other persons participating in any of the Tournament events at the invitation of Participant.

Release and Waiver: Participant hereby FOREVER RELEASES, AQUITS, WAIVES, DISCHARGES, AND PROMISES NOT TO SUE The Freeze Out Fishing Tournament ("Tournament").

Lance Abel, Tournament volunteers, corporate sponsors, cooperating organizations and their respective heirs, personal representatives, successors, assigns, and their past, present and future officers, directors, partners, shareholders, partners, members, employees, agents, representatives, contractors and subcontractors (individually and collectively, the "Releasees"), singly and collectively, from all liability to the Participant, for any claim, cost, loss, liability, damage, inconvenience, expense, demand, action or cause of action, whether at common law, statutory or otherwise, that the Participant has or might have, known or unknown, now existing or that might arise hereafter which is based on, related to or arises out of (whether directly or indirectly) the Tournament or Participant's preparations for, competition in or participation in or exiting the Tournament and/or the use or condition of any equipment, machinery, marinas, facilities or property utilized during the Tournament. This release and waiver applies without regard to the fault or negligence (whether sole, joint, concurrent, negligence per se, ordinary or gross) and/or strict liability of Releasees. This Release and Waiver applies to all claims now existing, or which may hereafter accrue at any time in the future.

Indemnification: Participant shall INDEMNIFY, DEFEND AND HOLD HARMLESS each of the Releasees from any and all actual or threatened claims, detriments, rights, remediation, counterclaims, liens, controversies, obligations, agreements, suits, causes of action, actions, demands, liabilities, losses, damages, assessments, judgments, fines, penalties, threats, sums of money, accounts, costs, expenses, known or unknown, at law or in equity or in settlement or in any other proceeding and whether or not suit was filed thereon (individually and collectively the "Claims," individually a "Claim") based on, related to or arising out of (whether directly or indirectly) Participant's involvement in or participation in the Tournament, including for example but not limited to: (a) presence at or participation in the Tournament; (b) receipt or non-receipt of medical care or treatment for any physical or mental condition; (c) use of facilities, services, property, marinas, premises, and equipment by whomever provided; (d) negligence, willful misconduct, or

criminal behavior; (e) involvement in accidents, (f) travel, (g) exposure to inclement weather, (h) exposure to rough or rogue sea conditions; (i) breach of any representations and/or warranties of any nature or from any source, (j) accidents, incidents, loss, collision, sinking or damage involving any vessel or motor vehicle utilized by Participant in connection with the Tournament; (k) claims brought by, through or under the owner or owners of any vessel or motor vehicle utilized by Participant in the Tournament; and/or (l) any environmental spills or releases and related remediation; and/or (m) any other circumstance or cause of a similar nature arising from or in any way related to the Tournament. This indemnity includes, but is not limited to claims of any kind brought, by or on behalf of: all passengers, crew, or team-mates on any vessel utilized by Participant in the Tournament (whether such persons are adults or minors); the parents, spouse, family members, estate, children or heirs of any passenger, crew or team-mate; all guests or invitees of Participant, together with their parents, spouse, family members, estate, or heirs; and, any minors who are family members, guests or invitees of Participant or of Participant's team-members, guests or invitees. This indemnity applies to any claims or causes of action now existing, or which may hereafter accrue.

THE INDEMNITY CONTAINED IN THIS SECTION APPLIES WITHOUT REGARD TO THE FAULT OR NEGLIGENCE OF ANY PARTY OR PARTIES AND APPLIES EVEN IF AN INJURY IS CAUSED IN WHOLE OR IN PART BY THE ORDINARY NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENCE PER SE AND/OR STRICT LIABILITY OF RELEASEES. Participant agrees to pay all Claims, damages, costs, expenses including, but not limited to, all expert and/or lay witness costs, investigation costs and attorneys' fees and expenses incurred by any of the Releasees. Tournament shall have the right to select its own counsel, and all defense costs shall be paid on a current basis.

Authorization of Photography, Film, Audio, and Text: Participant irrevocably grants to the Tournament and the Tournament's producers and sponsors an irrevocable, unconditional, transferable, sublicensable, fully paid-up, compensation-free, perpetual worldwide license to capture, record or otherwise fix in any format, whether now known or hereafter existing, Participant's name, image, likeness, voice, biographical information, and other personal attributes (jointly and severally the "Attributes"), and to reproduce, publish, distribute, publicly display, publicly perform materials embodying such Attributes, including, without limitation, promotional materials, news articles, press releases or for any other commercial or non-commercial use for the sole and exclusive benefit of the Tournament and its producers and sponsors. Participant consents and agrees that "shall be the sole and exclusive owner of all copyright interests in and to all such materials. Participant hereby consents, releases, waives and discharges Releasees from any and all Claims arising out of or in connection with the use of any of the foregoing, including claims for defamation, invasion of privacy, violation of any right of publicity or violation of any statutory right.

Assumption of Risks: Participant is fully informed of, understands, and assumes all of the risks and hazards posed by participating in the Tournament, which may include, without limitation, risk of property damage, bodily injury, and/or death. Participant knowingly and voluntarily assumes all risks and all responsibility arising out of or relating to his/her

participation in the Tournament, and for minimizing or eliminating his/her own risk and/or harm arising out of or relating to his/her participation in the Tournament. The participant shall solely be responsible for evaluating vessel and equipment condition, wind and wave conditions and all other weather-related conditions prior to leaving shore and continuously while on the water. Participant shall obtain regular weather forecasts, monitor marine radio channels, and shall return to shore whenever conditions become unsafe. Participant shall not rely on Releasees to provide weather information or any other information relating to actual or potential harm, risk, injury, or safety of Participant arising out of or relating to his/her participation in the Tournament. Without regard to whether the Tournament has been officially cancelled or postponed, Participant shall return to shore and take all other steps necessary for the safety of himself/herself, the boat he/she is using, and all passengers and crew in the event of a small craft advisory, equipment failure or other hazards. Participant shall ensure that all persons present on any vessel with Participant are provided with and have readily available an appropriate Coast Guard approved personal flotation device at all times, and otherwise comply with all Coast Guard and other safety laws, rules and regulations. Participant, and not Releasees, shall be solely responsible for the safety of Participant and of all persons present on any vessel with Participant. Participant is fully informed of, understands, and assumes all of the risks and hazards involved with boating and fishing and otherwise participating in the Tournament, which may include, without limitation, risk of property damage, bodily injury, and/or death.

**Medical Release & Indemnification:** In the event that Participant requires medical attention but is unable to then consent to such treatment because of injury, loss of consciousness or incapacity: Participant hereby consents and authorizes any physician, hospital, emergency room or other healthcare provider to provide any emergency transportation, hospitalization, medical, surgical, x-ray or other health care treatment, including anesthesia or other pain relief, which such provider believes to be medically advisable in order to preserve life, prevent the loss of limbs or organs, minimize further injury, or reduce pain. Participant agrees that Tournament shall not be liable for any such health care expenses for any reason. Participant hereby consents, releases, waives, discharges, covenants not to sue, indemnifies and holds harmless Releasees from any and all Claims arising out of or in connection with the rendering or failure to render any type of medical treatment or assistance.

**NO REPRESENTATIONS OR WARRANTIES: RELEASEES HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY DISCLAIM ALL REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO AND INCLUDING, WITHOUT LIMITATION: (A) THE NATURE, QUALITY OR CONDITION OF THE TOURNAMENT AND/OR THE PROPERTY; (B) THE COMPLIANCE OF OTHER PARTICIPANTS OR OTHER PERSONS ON OR NEAR THE WATER OR BY ANY BOATS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (C) TRAINING, INSPECTION, SAFETY OR RESCUE SERVICES (D) WEATHER CONDITIONS OR**

(E) SEA CONDITIONS.

PARTICIPANT IS SOLELY RELYING UPON HIS/HER OWN DETERMINATION CONCERNING OR WITH RESPECT TO: (A) THE NATURE, QUALITY OR CONDITION OF THE TOURNAMENT AND/OR THE PROPERTY; (B) THE COMPLIANCE OF OTHER PARTICIPANTS OR OTHER PERSONS ON OR NEAR THE WATER OR BY ANY BOATS WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (C) TRAINING, INSPECTION, SAFETY OR RESCUE SERVICES (D) WEATHER CONDITIONS OR (E) SEA CONDITIONS.

Consideration; Application: Participant has entered into this Agreement for good and valuable consideration, including but not limited to: the acceptance of Participant's entry or participation in the Tournament and all associated Tournament activities, Participant's access to and use of private areas under the control of the Tournament and Participant's opportunity to compete for prizes in the Tournament. In consideration of permission to participate in the Tournament, Participant agrees that this Agreement applies equally to the current Tournament as well as to all prior and subsequent years of the Tournament.

Jurisdiction & Venue: The law of the United States and the State of Texas shall exclusively apply to and control as to all disputes between Participant and Releasees; and the interpretation and enforcement of this Agreement. Conflicts of law rules which might require the application of the law of another jurisdiction shall not apply. Participant and Releasees irrevocably consent to and elect the exclusive personal jurisdiction of the state and federal courts sitting in Harris County, Texas. All legal proceedings shall be brought and heard exclusively in Harris County, Texas. Participant waives all right to trial by jury, and consents to all matters being tried by a judge sitting without a jury.

Entire Agreement, Modification: This Agreement represents the entire understanding between the Participant and Releasees hereto, and supersedes any and all prior agreements, obligations, understandings, and representations, whether written or oral, between the Participant and Releasees, all of which are merged herein. This Agreement may not be amended, in whole or in part, at any time except by a subsequent written instrument that is signed by the Participant and Lance Abel. Any waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as consent to any subsequent waiver or modification.

Participant Representations and Warranties: Participant warrants and represents that I am over the age of eighteen (18) years old and eligible to participate in the Tournament; I am the Passport holder, and as between Participant and Releasees, I am solely responsible for the conduct of my team and all persons I invite to participate in any Tournament event; I have received full and complete copies of (a) the Tournament Rules and (b) this Agreement; I have had ample time to read and understand the Tournament Rules and this Waiver, Release and Agreement and have had any questions about those documents answered to my satisfaction by my own legal counsel and completely understand them, or I have voluntarily chosen not to seek

independent legal advice in connection with the Tournament Rules and/or this Waiver, Release and Agreement; I agree to abide by the Tournament Rules, all applicable state and federal laws and regulations, and all representations, warranties, covenants and agreements contained in this Agreement; I freely and voluntarily assume all risks arising out of or relating to my participation in the Tournament; and, I acknowledge that I am signing this Waiver, Release and Agreement freely and voluntarily and intend for my signature and participation in the Tournament to be a complete and unconditional consent, release and waiver of all liability to the greatest extent allowed by law and that I am giving up many rights, including, without limitation, the right to compensation for injury resulting from the negligence of any Releasee.

TEAM NAME: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Participant's Printed Name: \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_