

2023 TEXAS DPS CHALLENGE
ATTENDEE HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In consideration of the Texas Trucking Association ("TXTA") offering the undersigned the opportunity to attend the 2023 Texas DPS Challenge ("DPS Challenge"):

I agree to indemnify and hold harmless TXTA and its equipment providers providing equipment at the DPS Challenge and their agents, directors, shareholders, and employees of any of the foregoing (collectively, "Indemnitees"), from and against any injury, illness, property damage, or loss of any nature which I, or my minor child, have or may have, whether caused by the negligence of Indemnitees or otherwise which is in any way associated with or related to my presence at the DPS Challenge, participation in the DPS Challenge, and travel to and from the DPS Challenge.

I, on my own behalf and on behalf of my heirs, administrators or executors, forever waive, release, and discharge any and all rights and claims for any expenses, damages, or other losses that I, or my minor child, may have or that may hereinafter accrue against the Indemnitees arising from my, or my minor child's, presence at or participation in the DPS Challenge. I further agree to indemnify, save and hold harmless the Indemnitees as the result of any claims or damages arising from my, or my minor child's, presence at or participation in the DPS Challenge, regardless of the nature or extent of the injuries, illness, or damage, whether caused by the negligence of the Indemnitees or otherwise.

This Agreement will be construed in accordance with the laws of the State of Texas. No promise, inducement, or agreement not expressed herein has been made to me.

Photo Release - 2023 Texas Challenge

For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby grant the Texas Department of Public Safety permission to use my likeness in a photograph, video recording and audio recording in any and all of its publications, including but not limited to all of the Texas Department of Public Safety's printed and digital publications. I understand and agree that any photograph, video recording and audio recording using my likeness will become property of the Texas Department of Public Safety and will not be returned.

I acknowledge that since my participation with the Texas Department of Public Safety is voluntary, I will receive no financial compensation.

I hereby irrevocably authorize the Texas Department of Public Safety to edit, alter, copy, exhibit, publish or distribute this photo for purposes of publicizing the Texas Department of Public Safety's programs or for any other related, lawful purpose. In addition, I waive the right to inspect or approve the finished product, including written or electronic copy, wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photograph.

I hereby hold harmless and release and forever discharge the Texas Department of Public Safety from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.