

TEXAS CHAMPIONS OFFSHORE TOURNAMENT

PARTICIPANT RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND MEDIA RELEASE

1. Acknowledgment of Event

I understand that the Texas Champions Offshore Tournament is a charitable fishing tournament conducted for the benefit of the Freeport to Port O'Connor Toy Run / POC Toy Run. I understand that offshore fishing, boating, marina activity, tournament weigh-in activity, and related event activities involve inherent risks.

I acknowledge that participation in this tournament is voluntary. I further acknowledge that no participant is required to leave port, fish, continue fishing, cross any bar, inlet, pass, channel, jetties, or offshore waterway, or return through unsafe conditions.

2. Assumption of Risk

I understand and voluntarily assume all risks associated with participating in or attending the tournament, including but not limited to:

- Offshore boating and fishing hazards;
- Weather, wind, rain, lightning, sea conditions, waves, currents, tides, jetties, inlets, channels, and reduced visibility;
- Vessel operation, navigation, mechanical failure, collision, grounding, sinking, fire, explosion, fuel-related incidents, and equipment failure;
- Boarding, exiting, walking on, or moving around boats, docks, slips, ramps, marina facilities, parking areas, and weigh-in areas;
- Fishing tackle, hooks, knives, gaffs, nets, fish spines, fish handling, coolers, ice, and other equipment;
- Injury, illness, drowning, death, property damage, vessel damage, loss of personal property, and other losses;
- Acts or omissions of other captains, participants, spectators, volunteers, sponsors, marina personnel, or third parties.

I understand that these risks may be caused by my own actions or inactions, the actions or inactions of others, the condition of the premises, the condition of vessels or equipment, weather, sea conditions, or other circumstances known or unknown.

3. Release and Waiver of Liability

PLEASE READ CAREFULLY. THIS SECTION RELEASES CLAIMS, INCLUDING CLAIMS ARISING FROM NEGLIGENCE, TO THE FULLEST EXTENT PERMITTED BY LAW.

In consideration for being allowed to participate in, attend, volunteer for, compete in, weigh fish in, or otherwise be involved with the Texas Champions Offshore Tournament, I, on behalf of myself, my heirs, executors, administrators, legal representatives, successors, and assigns, hereby release, waive, discharge, and covenant not to sue the following parties:

- Texas Champions Offshore Tournament;
- POC Toy Run;
- Freeport to Port O'Connor Toy Run;
- Tournament directors;
- Tournament committee members;
- Board members;
- Officers;
- Volunteers;

- Judges;
- Weigh-in personnel;
- Sponsors;
- Donors;
- Host marina and marina-related parties;
- Affiliated organizations;
- Their respective owners, officers, directors, members, employees, agents, representatives, successors, and assigns.

These released parties are collectively referred to in this agreement as the "Released Parties."

I release the Released Parties from any and all claims, demands, causes of action, damages, losses, costs, expenses, and liability of any kind arising out of or related to my participation in, attendance at, travel to or from, or involvement with the tournament, including claims involving injury, illness, death, property damage, vessel damage, economic loss, or other harm, whether caused by ordinary negligence or otherwise, to the fullest extent permitted by law.

4. Indemnity and Hold Harmless

I agree to defend, indemnify, and hold harmless the Released Parties from and against any and all claims, demands, lawsuits, damages, losses, costs, expenses, attorney's fees, and liability arising out of or related to:

- My participation in the tournament;
- My actions or omissions;
- The actions or omissions of my crew, guests, invitees, passengers, or minor participants for whom I am responsible;
- My vessel, equipment, tackle, vehicle, trailer, or personal property;
- Any violation of tournament rules, boating laws, fishing laws, marina rules, or safety requirements;
- Any claim brought by or on behalf of a crew member, passenger, minor, family member, guest, or third party connected to my participation.

5. Captain's Choice / Weather Acknowledgment

I understand and agree that this is a Captain's Choice event. The final decision to participate, leave port, fish, continue fishing, return to port, or withdraw from the tournament rests solely with the captain of each vessel.

I understand that any decision by the Tournament Director to proceed with, postpone, cancel, or modify the event does not guarantee safe boating, fishing, weather, sea, inlet, pass, channel, or marina conditions.

I agree that each captain remains solely responsible for evaluating weather, sea conditions, vessel condition, crew capability, safety equipment, navigation, and all other circumstances affecting the safety of the vessel and persons aboard.

6. Captain and Vessel Responsibility

If I am the captain, owner, or person responsible for a vessel entered in the tournament, I certify and agree that:

- I am responsible for the safe operation of the vessel;
- The vessel is seaworthy and suitable for offshore use;
- The vessel has all legally required safety equipment;
- The vessel has appropriate communications and navigation equipment;
- I am responsible for all anglers, crew, passengers, and minors aboard my vessel;
- I am responsible for complying with all federal, state, and local laws, including boating, fishing, licensing, safety, and navigation requirements;
- I am responsible for determining whether conditions are safe for my vessel and crew;

- I am responsible for ensuring that all persons aboard my vessel have reviewed and signed the required tournament waiver or, for minors, have a parent/legal guardian waiver signed.

7. Insurance Acknowledgment

If I am the captain, owner, or person responsible for a participating vessel, I acknowledge that I am solely responsible for maintaining appropriate vessel insurance, including liability coverage, hull coverage, and any other insurance I determine necessary.

I understand that the tournament does not provide insurance coverage for my vessel, equipment, crew, passengers, guests, or personal property.

8. Tournament Rules and Decisions

I agree to follow all tournament rules, including rules concerning fishing methods, start time, weigh-in time, eligible fish, protests, polygraph provisions, Calcutta, side pots, class determination, and all decisions of the Tournament Director, judges, and weigh-in officials.

I understand that failure to follow the rules may result in disqualification, forfeiture of eligibility, forfeiture of prizes, or other tournament action.

I agree that all decisions of the Tournament Director, judges, and tournament officials are final.

9. Emergency Assistance and Medical Treatment

I understand that boating and fishing involve risks that may require emergency assistance. I authorize tournament officials, volunteers, marina personnel, emergency responders, or other persons to seek or provide emergency medical assistance if deemed necessary.

I understand that I remain responsible for all medical costs, emergency response costs, evacuation costs, towing costs, vessel costs, and related expenses.

10. Media Release

I grant the Texas Champions Offshore Tournament, POC Toy Run, Freeport to Port O'Connor Toy Run, sponsors, volunteers, and affiliated organizations the right to photograph, video, record, publish, post, reproduce, and use my name, likeness, image, voice, boat name, team name, fish photos, weigh-in photos, award photos, and tournament-related content for promotional, charitable, social media, website, print, sponsor, and archival purposes.

I understand that I will not receive compensation for such use.

11. Minor Participants

For any participant under 18 years of age, a parent or legal guardian must complete and sign the minor release, waiver, and consent required by the tournament registration process.

The parent/legal guardian represents that they have authority to sign on behalf of the minor participant and agrees to release, waive, indemnify, and hold harmless the Released Parties for claims arising out of or related to the minor's participation, attendance, or involvement with the tournament, to the fullest extent permitted by law.

12. Team Authority

If this release is accepted electronically or through a tournament registration form by a captain, vessel owner, or authorized team representative, that person certifies that they have full authority to register the boat and team and to accept the tournament rules, participant release, waiver of liability, assumption of risk, indemnity agreement, media release, and related requirements on behalf of the captain, vessel, anglers, crew members, passengers, guests, and any other persons participating with or connected to the team.

The captain, vessel owner, or authorized team representative accepts responsibility for ensuring that all team members have been informed of the risks of offshore fishing and boating, have reviewed the applicable tournament rules and waiver terms, and have authorized the captain, vessel owner, or authorized team representative to submit the registration and acknowledgment on their behalf.

13. Severability

If any portion of this agreement is found to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.

14. Governing Law

This agreement shall be governed by the laws of the State of Texas.

15. Acknowledgment

I HAVE CAREFULLY READ THIS PARTICIPANT RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT, AND MEDIA RELEASE. I UNDERSTAND THAT LEGAL RIGHTS ARE BEING RELEASED BY ACCEPTING THIS DOCUMENT. I ACCEPT IT FREELY AND VOLUNTARILY.