

# **IMPORTANT: THIS Is a LEGAL DOCUMENT – A RELEASE of LIABILITY**

**If you have any questions, please ask us or consult an attorney.**

**Please read and understand this document before signing. You are giving up specific legal rights by signing this contract.**

Texas200 Sailing Club, Inc., their board or directors, officers, employees, agents, volunteers, sponsors, advertisers, contractors and subrogors (hereinafter TEXAS200), wishes to inform our entrants that sailing, boating, paddling, kayaking, power boating and camping outdoors, (hereinafter Boating) are not risk free. The same elements that contribute to the unique character and fun of Boating and the Texas 200 such as the physical exertion or the settings can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma, or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the possible risks. We ask that you read this, sign it, and return it to us.

## **EXPRESS ASSUMPTION OF THE RISK**

There are risks that accompany all aspects of life as well as Boating. Some of these risks are inherent in the activity; some are changed, increased or decreased due to the activities of TEXAS200. You must understand and accept all the risks of the activity, inherent and others.

The Bay and the Ocean are fun and exciting, relaxing, refreshing and at the same time the Bay and Ocean can turn hazardous, violent and can be deadly. Swimming, boating, sailing and kayaking are fun and exciting ocean sports as well as strenuous physical activity. Whenever you are around the Bay or Ocean always wear your personal floatation device (PFD) or life jacket appropriate for the type of water, conditions and Boating you are doing.

There may be waves or swells on this event. Sailors, captains, crew and passengers can be jolted, bounced, and otherwise shaken, thrown around the boat, into the boat or other items or thrown overboard while Boating through these waves or swells. It is possible you could be injured if you hit equipment or other objects on the boat or off the boat. Equipment may break or malfunction causing loss of property or injury. Participants can be "washed," fall or be thrown overboard in the waves or swells, which can result in any of the above events occurring.

Boats may turn over in the waves or swells or in a calm Bay. Participants may have to float or swim causing prolonged exposure to cold leading to hypothermia, injury, or death. Injuries can be sustained after you are in the Bay such as from items floating in the Bay, the surf or the bottom or shore. Drowning is always a possibility whenever you are around Bay.

Accidents can occur getting on and off a sailboat: (a) boats are slippery when wet. You might slip and fall, in which case you might damage or lose equipment you are carrying (such as cameras, glasses, a canteen or day pack), or you might injure yourself by falling against some object in or on the boat, or on the shore. (b) Boats become hot in the sun, you might burn yourself when you climb aboard or sit on the side or in the boat. (c) Boats may drift a distance from the shoreline when you are trying to climb on or off; you might fall in the Bay, or drop equipment overboard. (d) You may be asked to help push the boat from shore into deeper Bay. You could injure your back, over-stress your heart, or otherwise injure yourself in doing so. (e) You may be asked to help with tying the sailboat when you pull into shore. Sometimes the sea is rough and the rope could pull through your hands causing "rope burns" or abrasions. (f) You might trip over rocks, stumps, or other debris on shore while trying to hold the boat or tie it to a suitable object or anchor the boat. (g) Exposure to the natural elements can be uncomfortable or harmful. Heat, sunburn, dehydration, heat exhaustion, heat stroke, heat cramps, wind, rain, the outdoors, using portable toilet facilities, eating meals out-of-doors, being in the open for the extended length of the trip can be uncomfortable or cause injury or illness. (h) Environmental risks include, insects, snakes, predators, including alligators, rattlesnakes and wild boar and other animals. Lightning, avalanches, flash floods, and unpredictable forces of nature, including weather that may change to extreme conditions without notice are all possible during the event.

Boating includes a high degree of risk for Hypothermia. Being wet and in the wind contributes to Hypothermia. You need to understand hypothermia and to have adequate and the correct clothing to combat Hypothermia. Hypothermia can quickly result in death.

As a sailor participating in this event you will be totally responsible for your own movement and safety while on the water or shore. This requires physical exertion as well as emotional and mental stability. You will be solely responsible for your own rescues. Texas200 Club Inc. (Texas200), will not be available to assist you in a rescue due to the inherent nature of the sport. You are solely responsible for your safety and any rescue.

Travel to and from the Boating put ins incidental to the Boating. Accidents can occur during travel to and from the activity site.

**PLEASE READ OTHER SIDE**

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries. This list is not an exclusive or exhaustive list of possible injuries; trauma or accidents that may occur while Boating. Most of these injuries are rare, and you are not likely to encounter them. However, they have occurred, and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

You certify that you have reviewed this document with your family. You certify that you have examined the TEXAS200 website and looked at the information, risks and videos posted on the website. You certify that your family, including minor children and yourself are fully capable of participating in this Boating event, the Texas200. You state that you have read the above statement on some of the possible risks in this activity. Therefore, you assume full responsibility for yourself, your family, including minor children, for bodily injury, death, and loss of personal property and any expenses as a result of **your negligence, negligence of your family, or the negligence of TEXAS200**. You hereby **expressly consent and assume all risks of the activity** for yourself and your family, including the risks associated with traveling to and from the activity. You also understand that TEXAS200 reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Boating. Your family and you are in good physical condition and able to undertake this activity. You understand and agree that this is a voluntary activity, and you are doing so for recreational purposes and do so voluntarily. If a Parent you agree to read and to explain to any minor all posted signs and warnings, including instructions on use of equipment as well as the risks outlined in this agreement and agree participants will obey all signs, and warnings posted and to obey instructions from staff.

### **CONTRACT, WAIVER, RELEASE, AND INDEMNIFICATION**

You waive any legal right to any claim and agree to **indemnify and hold harmless** TEXAS200. Its officers, agents and volunteers, etc., from all claims, damages, losses, injuries, and expenses arising out of or resulting from your family's or your participation in these activities for all past, present or future claims, demands, and causes of action. You agree that TEXAS200 has a **subrogation/right to indemnification** for your actions based on any permit, grant, contract or agreement with third parties. You further **agree to release, acquit, and covenant not to sue** TEXAS200, their agents, and employees for all actions, causes of action, past, present or future claims or damages, damages in law or remedies in equity of whatever kind, including the **negligence of TEXAS200, negligence of another participant**, or your family, yourself, or your heirs, against TEXAS200 arising out of participation in this program. This agreement covers the incidental transportation to and from the recreation location. **In short, you cannot sue TEXAS200 or anyone else for any reason if you or your family or minor child may receive an injury, and if you do, you cannot collect any money.**

This release shall not be superseded by any other agreement, nor shall this release supersede any agreement, whether there is any perceived inconsistency or not.

You agree to **indemnify, agree to subrogation** and to **reimburse** TEXAS200 for any damages, costs, fees or expenses TEXAS200 expends on you or your family's behalf, including the cost of any Search and Rescue or for any damages you may do to third parties. You understand this means you are the insurer for the TEXAS200 for any actions or damages, you or your family may incur.

You agree to the site of any lawsuit and the law governing any such lawsuit shall be **Cameron County Texas** and governed by **Texas law** no matter the perceived or actual difficulties, deprivation of a meaningful day in court, or the harm to either party's case or trial in **Cameron County TEXAS** applying **Texas Law**. You understand and agree that you may be giving up the right to a deprivation of a meaningful day in court and that there are no extraordinary circumstances that would change that legal issue.

The terms of this agreement shall continue and be, in effect, after the Boating event has ended. No changes in this document are valid.

As liquidated damages, you hereby agree that if TEXAS200 is forced to defend any action, lawsuit or litigation or for breach of the covenant not to sue or the covenant of good faith and fair dealing, by yourself, your executors, or your heirs, on your family's or your behalf, your heirs or executors, and you agree to pay TEXAS200's costs and attorney's fees if they successfully defend such action, lawsuit or litigation. You understand and agree that you are indemnifying TEXAS200 for any claim you may bring for any injury you receive, and if you do, so you will be subject to paying TEXAS200's damages and costs, including attorney fees. Should any sentence, clause, paragraph, or part of this agreement be declared unenforceable by a court of competent jurisdiction, the remaining parts or paragraphs shall remain in full force and effect. This release is intended to be interpreted as broadly as possible to affect the intent and purpose of the release. Except as specifically stated otherwise herein, this Agreement sets forth the entire understanding of the parties and all prior understandings or communications, electronic, online, written or oral, are superseded by this Agreement.

If you do not want to sign this release, you understand you cannot go Boating, in the Texas200 and you are free to go to Boating with other companies or enter other events.

You have adequate health, disability, and life insurance for your family and yourself.

**PLEASE READ OTHER SIDE**

You, of your own free will, for your family, your minor children, your heirs and executors and yourself, have read, understand and acknowledge the risks and liability for yourself and your family.

You acknowledge that you have received a Copy of this Document if you wanted one. You understand that you are signing this document electronically or may be signing this document electronically in the future. You understand and agree under state and Federal law; there is no difference between signing this electronically or in writing. The document I have signed and handed to Texas200 is identical to the document I was forwarded upon registration or that I downloaded from the Texas200 Website.

**You Have Read and Understood all Three Pages of this Agreement. You are Voluntarily Signing this Agreement. You understand you are giving up certain legal rights.**

**By signing this you understand you cannot sue for any reason. If you do sue you cannot collect any money. If you sue and lose you will owe us money.**

By checking this box, you indicate that your family and you have previous sailing experience.

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PARTICIPANT SIGNATURE

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
CITY, STATE POSTAL CODE

\_\_\_\_\_  
EMAIL ADDRESS

\_\_\_\_\_  
TELEPHONE

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