

**2019 Texas Anglers Charity Classic**  
**Fishing Tournament**

**RELEASE AND WAIVER OF LIABILITY**

For consideration of participation in the 2019 Texas Anglers Charity Classic Fishing Tournament benefiting Mission United and PTSD Foundation of America – Camp Hope, to be held on Saturday, May 4, 2019, at the Waterman Marina in Galveston, Texas (the “Event”),

I, \_\_\_\_\_  
[Print Name]

hereby voluntarily waive, release and hold harmless National Oilwell Varco, L.P. (individually referred to herein as “NOV”), Transocean Offshore Deepwater Drilling Inc. (individually referred to herein as “Transocean”), Mission United, PTSD Foundation of America – Camp Hope, and their affiliated companies, and each of their directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, assigns, all sponsors, and their representatives and successors (collectively the “Releasees”), from any and all claims, liabilities, or causes of action from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid) for any and all loss of life, bodily injury, property damage and/or other loss I (and/or my child) may suffer or incur in, about or *en route* to or from participating in the Event.

**Inherent and Potential Risks**

I understand that the Event involves strenuous physical activity associated with fishing. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Event relating to the risk of strenuous physical activity. I acknowledge that I may incur minor injuries, major injuries, and/or catastrophic injuries including paralysis and death. I assume risks from contact with other participants, negligent or wanton acts of other participants, failure of other participants and non-participants from observing the guidelines of the Event, any defects of conditions of premises (including high or low water levels and rough waters), and the effects of weather, including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity.

I agree to dress myself (and/or my child) appropriately for the Event as to mitigate risk of physical injury to myself (and/or my child) including, but not limited to: (a) wearing shoes appropriate for strenuous physical activity and conditions; and (b) wearing clothing suitable for the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after the Event.

**Medical Evaluation**

I attest that I (and/or my child) am medically and physically able to participate in the Event. If I experience any doubt as to my (and/or my child’s) ability to successfully and safely participate in and/or complete the Event, I take full responsibility for consulting a physician. I attest that, if I (and/or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (and/or my child) should have or did consult a physician prior to participating in the Event.

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me (and/or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligence in rendering, or not rendering, medical or emergency aid.

**Voluntary Participation**

I am fully aware of the risks connected with participation in the Event, whether specifically listed in this Release or not, and I hereby voluntarily elect to participate in the Event knowing that this participation involves these risks.

**Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue**

In consideration for being permitted to participate in the Event, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS OF LIFE OR BODILY INJURY** that may be sustained by me (and/or my child), or any loss or damage to property owned by me (or my child), as a result of participating in the Event.

2. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid), that I (and/or my child) might have or may acquire in the future for any and all loss of life, bodily injury, property damage and/or or other loss I (and/or my child) may suffer or incur in, about or *en route* to or from participating in the Event, including, but not limited to, any claim that the act or omission complained of **was in whole or in part by the negligence or carelessness of the Releasees.**

**Acknowledgment and Compliance with Rules**

I agree to observe and obey all rules and safety procedures that accompany the Event and to abide by any decision of an Event official relative to my (and/or my child's) ability to safely compete in the Event. I agree to exhibit appropriate behavior at all times and to obey all applicable laws. NOV, Transocean and Event officials, in its or their sole discretion, may dismiss me (and/or my child), without refund, should my (and/or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

I understand and agree to stock my vessel with one Coast Guard Approved Personal Flotation Device ("PFD") per passenger, including captain and crew, in accordance with Coast Guard Regulations. For vessels over sixteen feet long, a throw-able PFD (such as a boat cushion or life ring) must be on board.

**Miscellaneous**

I consent to the use of my image and likeness in any advertising and promotional materials by the Releasees arising from or relating to the Event.

I agree that any action brought by me, or anyone on behalf of me (and/or my child), against any of the Releasees shall be subject to binding arbitration conducted under the rules of the American Arbitration Association in Harris County, Texas.

I agree that if any portion of this Release is deemed to be invalid or unenforceable, the remainder of the Release will still be binding and enforceable.

**I acknowledge and represent that I have carefully read and fully understand all terms of this Release and Waiver of Liability. I have voluntarily executed this document with full knowledge of its content and agree to the conditions stated above.**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:**

I, the parent(s) or guardian(s) of the above-named participant, hereby give my/our approval to this child's participation in the Event. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action from any cause whatsoever (including, without limitation, negligence in rendering, or not rendering, medical or emergency aid), that my/our child might have or may acquire in the future for any and all loss of life, bodily injury, property damage and/or or other loss my/our child may suffer or incur in, about or *en route* to or from participating in the Event,. I consent to the foregoing and grant permission for my/our child to participate in the Event. I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand its contents and I sign the same on my/our own free act and deed.

I attest that if my/our child, the above-named participant, is under eighteen years of age as of the date of the Event, he or she will be accompanied by an adult eighteen years of age or older throughout his or her participation in the Event. I further attest that my/our child will wear an appropriately sized life jacket at all appropriate or necessary times during the Event as required by applicable law.

**Child's Full Name:** \_\_\_\_\_

**Parent/Guardian's Full Name:** \_\_\_\_\_

**Parent/Guardian's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_