

GALVESTON CLASSIC FISHING TOURNAMENT, LLC

NAME: _____
ADDRESS: _____
CITY: _____
EMERGENCY CONTACT NAME: _____

PHONE: _____
EMAIL: _____
STATE: _____ ZIP CODE: _____
PHONE: _____

INDEMNITY AND RELEASE

THIS FORM AFFECTS YOUR LEGAL RIGHTS. DO NOT SIGN THIS FORM UNLESS YOU ARE WILLING TO GIVE UP, FOREGO AND RELEASE YOUR RIGHT TO SUE OR FILE ANY CLAIM AGAINST GALVESTON CLASSIC FISHING TOURNAMENT, LLC (“GALVESTON CLASSIC”), GORDY & SONS, LLC (“GORDY”) AND THEIR RESPECTIVE MEMBERS, MANAGERS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, AND REPRESENTATIVES (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) IN THE EVENT THAT YOU ARE INJURED OR YOUR PROPERTY IS DAMAGED IN CONNECTION WITH YOUR PARTICIPATING IN ANY FISHING TOURNAMENT OR EVENT, OR OTHER EXCURSIONS, TRIPS OR OUTINGS SPONSORED, ORGANIZED OR HOSTED BY GALVESTON CLASSIC FISHING TOURNAMENT, LLC OR GORDY & SONS, LLC (THE “ACTIVITIES”). IN THIS REGARD, YOU WARRANT AND REPRESENT TO GALVESTON CLASSIC AND GORDY THE FOLLOWING:

I AM AWARE THAT THE ACTIVITIES MAY TAKE PLACE IN A REMOTE AREA, AND THAT MEDICAL TREATMENT AND FACILITIES MAY NOT READILY ACCESSIBLE, AND THAT IN THE EVENT OF INJURY OR ILLNESS, I WILL NOT HAVE ANY MEDICAL OR PROFESSIONAL CARE. FURTHER, I AM AWARE THAT IN THE EVENT I NEED MEDICAL OR PROFESSIONAL CARE, I MAY HAVE TO TRANSPORT MYSELF OR FIND SOMEONE TO TRANSPORT ME TO THE NEAREST PHYSICIAN, HOSPITAL OR CLINIC.

I ACKNOWLEDGE AND UNDERSTAND THAT NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS MADE BY GALVESTON CLASSICS OR GORDY AS TO ANY WEATHER CONDITIONS DURING THE ACTIVITIES OR THE CONDITION OF ANY DOCK OR PREMISES WHICH IS UTILIZED BY GALVESTON CLASSIC IN CONNECTION WITH THE ACTIVITIES. I ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE NUMEROUS DANGEROUS CONDITIONS, RISKS AND HAZARDS INVOLVED IN FISHING AND OUTDOOR RECREATION, AND THAT THE ACTIVITIES THAT I DESIRE TO UNDERTAKE EXPOSE ME AND MY PROPERTY TO SUCH NUMEROUS DANGEROUS CONDITIONS, RISKS AND HAZARDS INCLUDING, BUT NOT LIMITED TO: POISONOUS SNAKES, REPTILES, INSECTS AND SPIDERS; OBSTRUCTIONS IN BODIES OF WATER, HAZARDOUS WIND OR WATER CONDITIONS, ANIMALS, WHETHER WILD, DOMESTIC OR INJURED, WHICH MAY BE DISEASED AND/OR POTENTIALLY DANGEROUS; DEEP WATER; EQUIPMENT FAILURE AND/OR MALFUNCTION OF MY OWN OR OTHERS’ EQUIPMENT WHICH MAY HAVE BEEN RENTED OR BORROWED; HAZARDS RELATED TO FISHING FROM A VESSEL AND/OR FROM OTHER FISHING SITES WHICH INCLUDE, BUT ARE NOT LIMITED TO, COLLISION, CAPSIZING, SINKING, OR OTHER HAZARDS THAT MAY RESULT IN WETNESS, INFECTIOUS DISEASE, INJURY, EXPOSURE TO ELEMENTS, MARINE LIFE FORMS, AND/OR DROWNING; COLD WEATHER AND HEAT RELATED INJURIES AND ILLNESS INCLUDING, BUT NOT LIMITED TO, HEAT EXHAUSTION, HEAT STROKE, SUNBURN, HYPOTHERMIA AND DEHYDRATION; EXPOSURE TO OUTDOOR ELEMENTS, INCLUDING, BUT NOT LIMITED TO, WEATHER, THUNDER AND LIGHTNING, SEVERE AND/OR VARIED WIND, TEMPERATURE AND ALL OTHER WEATHER CONDITIONS; AND, USE OF BOATS, KAYAKS OR OTHER WATERCRAFT FOR PURPOSES FOR WHICH THEY ARE NOT INTENDED.

IN CONSIDERATION FOR THE RIGHT FOR ME (AND ANY MINOR THAT MAY ACCOMPANY ME, OR WITH RESPECT TO WHOM I MAY EXECUTE THIS INDEMNITY AND RELEASE AS THEIR PARENT OR LEGAL GUARDIAN) TO PARTICIPATE IN THE ACTIVITIES, I DO HEREBY FOR MYSELF, MY HEIRS, REPRESENTATIVES, EXECUTORS, SUCCESSORS AND ASSIGNS, RELEASE AND DISCHARGE AND AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF CONSORTIUM, MEDICAL INSURANCE SUBROGATION, ALL HOSPITAL LIENS, AND ANY OTHER VALID OR INVALID LIEN), DEMANDS, CAUSES OF ACTION OF ANY SORT (INCLUDING, BUT NOT LIMITED TO, THOSE BROUGHT BY, THROUGH OR UNDER ME, AS WELL AS ANY MINOR OF WHICH I AM THE PARENT OR LEGAL GUARDIAN) AND DAMAGES, INCLUDING ATTORNEY’S FEES (AND REGARDLESS OF BY WHOM SUCH ACTION IS BROUGHT), RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF, INCIDENTAL TO OR IN ANY MANNER RESULTING FROM (I) MY PARTICIPATION (AND ANY MINOR’S PARTICIPATION THAT MAY ACCOMPANY ME, OR WITH RESPECT TO WHOM I MAY EXECUTE THIS INDEMNITY AND RELEASE AS THEIR PARENT OR LEGAL GUARDIAN), IN THE ACTIVITIES; (II) MY VIOLATION OF THE ACTIVITY RULES AND CONDITIONS ASSOCIATED WITH THE ACTIVITIES, OR (III) MY VIOLATION OF ANY STATE OR FEDERAL LAWS WHILE PARTICIPATING IN THE ACTIVITIES, IN ALL INSTANCES REGARDLESS OF WHETHER SAME MAY RESULT FROM AN INDEMNIFIED PARTY’S NEGLIGENCE OR GROSS NEGLIGENCE (WHETHER SUCH NEGLIGENCE OR GROSS NEGLIGENCE IS ACTIVE OR PASSIVE, AND WHETHER SUCH NEGLIGENCE OR GROSS NEGLIGENCE IS THE SOLE PROXIMATE CAUSE OR A JOINT AND CONCURRENT PROXIMATE CAUSE) RESULTING IN LOSS, DAMAGES OR INJURY, INCLUDING DEATH, TO ME, OR ANY OTHER PERSON (INCLUDING, BUT NOT LIMITED TO, ANY MINOR THAT MAY ACCOMPANY ME, OR WITH RESPECT TO WHOM I MAY EXECUTE THIS INDEMNITY AND RELEASE AS THEIR PARENT OR LEGAL GUARDIAN) OR PERSONAL PROPERTY. THIS INDEMNITY AND RELEASE INCLUDES AN INDEMNITY FOR AN INDEMNIFIED PARTY’S STRICT LIABILITY AND ANY LIABILITY ARISING BY STATUTE OR LAW. IN ALL EVENTS, UNDER NO CIRCUMSTANCES SHALL GALVESTON CLASSIC BE HELD LIABLE FOR DAMAGES IN EXCESS OF THE ENTRY PRICE OF THE ACTIVITIES IN WHICH I AM PARTICIPATING.

I HEREBY FURTHER COVENANT AND AGREE FOR MYSELF, AND MY HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, THAT I ASSUME ALL RISK OF BEING ON THE PREMISES AND PARTICIPATION IN OR INVOLVEMENT WITH THE ACTIVITIES, AND THAT I WILL NOT MAKE ANY CLAIM OR INSTITUTE ANY SUIT OR ACTION AT LAW OR IN EQUITY AGAINST AN INDEMNIFIED PARTY WITH RESPECT TO INJURIES OR DAMAGES I MAY SUFFER DURING MY PARTICIPATION IN THE ACTIVITIES. THIS INDEMNITY AND RELEASE SHALL BE PERPETUAL AND SHALL GOVERN MY RIGHTS FROM THE DATE SET FORTH BELOW AND FOREVER INTO THE FUTURE, REGARDLESS OF WHETHER I EXECUTE AN ADDITIONAL INDEMNITY AND RELEASE UPON MY NEXT ACTIVITY SPONSORED BY GALVESTON CLASSIC OR GORDY.

I GIVE GALVESTON CLASSIC AND GORDY ALL RIGHTS AND PRIVILEGES TO PHOTOS AND VIDEOS TAKEN WHILE ON THE PREMISES AND PARTICIPATION IN OR INVOLVEMENT WITH THE ACTIVITIES, AND THERE WILL BE NO COMPENSATION OR PAYMENT GIVEN TO ME BY GALVESTON CLASSIC AND GORDY FOR USE OF SUCH PHOTOS OR VIDEOS, ALL USE OF SUCH PHOTOS OR VIDEOS BEING THE SOLE RIGHT AND PROPERTY OF GALVESTON CLASSIC AND GORDY.

TO THE EXTENT THAT ANY PROVISION CONTAINED HEREIN IS FOUND TO BE UNENFORCEABLE, SUCH PROVISION SHALL BE DEEMED STRUCK FROM THIS INDEMNITY AND RELEASE AND SUCH INVALIDITY SHALL NOT, IN ANY MANNER, AFFECT THE OTHER PROVISIONS CONTAINED HEREIN, WHICH PROVISIONS SHALL BE ENFORCED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THIS INDEMNITY AND RELEASE SHALL NOT BE CONSTRUED EITHER MORE STRONGLY FOR OR AGAINST THE UNDERSIGNED OR ANY INDEMNIFIED PARTY, BASED UPON WHICH PARTY DRAFTED THIS INDEMNITY AND RELEASE.

I ACKNOWLEDGE THAT NOTWITHSTANDING ANY STATE’S CONFLICTS OF LAWS PROVISIONS THE LAWS OF THE STATE OF TEXAS SHALL EXCLUSIVELY APPLY TO CLAIMS ARISING FROM THE ACTIVITIES SPONSORED, ORGANIZED OR HOSTED BY GALVESTON CLASSIC OR GORDY, AS WELL AS THOSE RELATED TO THIS INDEMNITY AND RELEASE. FURTHER, VENUE FOR ANY PROCEEDING SHALL LIE EXCLUSIVELY IN HARRIS COUNTY, TEXAS.

DATE: _____ SIGNATURE OF PARTICIPANT : _____

I WARRANT AND REPRESENT TO GALVESTON CLASSIC AND GORDY THAT I AM THE FOLLOWING MINOR’S PARENT OR LEGAL GUARDIAN AND I AM EXECUTING THIS INDEMNITY AND RELEASE BINDING MYSELF TO THE INDEMNITY OBLIGATIONS ABOVE.

MINOR: _____
SIGNATURE OF PARENT OR LEGAL GUARDIAN: _____

DATE: _____
PHONE IN CASE OF EMERGENCY: _____