

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE ARANSAS PASS YACHT CLUB.

For good valuable consideration, including without limitation the acceptance of the undersigned's entry or participation in the Aransas Pass Yacht Club Fishing Tournament (the "Event") and being permitted to participate in certain related activities, the undersigned, for himself and his personal representatives, heirs, guest, invitees, employees and crew members hereby (1) RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the following: Aransas Pass Yacht Club and related entities, respective members, volunteers, heirs, successors, assigns, officers, directors, employees, agents, contractors and subcontractors (collectively, the "Releasees") from all liability to the undersigned, his personal representatives, assigns, heirs and next of kin, and for all loss or damage, and all claims or damages therefor, on account of bodily injury, personal injury, death or property damage of or to the undersigned, his guests, invitee, employees or crew, during the Event or arising out of or in any way in connection with the Event and related activities or while the undersigned is competing, or participating, regardless of whether caused in whole or in part by the negligence of Releasees; (2) AGREES TO INDEMNIFY AND HOLD HARMLESS Releasees and each of them from and against all claims, actions, causes of action, damages, liabilities, losses and judgments (collectively, the "Claims") of or by all guests, invitee, employees and crew of the undersigned for bodily injury, personal injury, death or property damage which they may suffer or incur during the Event or arising out of or in any way in connection with the Event or related activities, regardless of whether caused in whole or in part by the negligence of Releasees; and (3) ASSUMES FULL RESPONSIBILITY for and risk of bodily injury, personal injury, death or property damage of or to himself, his guests, invitees, employees or crew and his boat and equipment due to negligence of Releasees or otherwise during the Event or while participating in the Event or related activities or while in or on the Event premises and the common properties and recreational areas and adjacent docks, piers and boat slips.

The undersigned agrees to pay all of the Releasees' costs of defending all Claims and further agrees that this Release, Indemnification and Agreement Not to Sue is intended to be as broad and inclusive as permitted by the laws of the State of Texas and that, if any portion of this agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Executed this _____ day of _____, 20__.

Participant's Signature: _____

Name (Print): _____

Address: _____