

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in activities associated with the **Friends For Wishes (FFW)** the undersigned hereby enter into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT as of the date set forth below:

1. **ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with their participation in the Activities including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and /or improvements to property that is caused by them and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned's entry into and participation in the Activities.
2. **APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of the Agreement, "Claims" shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys' fees and court costs). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (i) **NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY**, of FFW or their respective present and former officers, directors, members and any other person, firm or corporation bound to defend or pay judgments against the ("Released Parties"); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act ("DTPA"); (iv) acts of any other persons or guest; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain and/or smoke and/or (vii) any other risks and hazards associated with the undersigned's entry into and participation in the Activities, including, but not limited to, the general conditions at the Activities, animals both wild and domestic that may be diseased and/or potentially dangerous, persons with firearms both on and off the premises used in connection with the Activities, and the driving or riding in any vehicles, whether belonging to Released Parties or to other persons.
3. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activities - **including, but not limited to, the types of claims enumerated in Paragraph 2** - and agree to not sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guest, for personal injury, property damage, or any other Claims arising from or related to the undersigned's entry into and participation in the Activities.
4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned's entry and participation in the Activities - **including, but not limited to, the types of Claims enumerated in Paragraph 2**. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned's entry into and participation in the Activities - **including, but not limited to, the types of Claims enumerated in Paragraph 2**. As used herein, "INDEMNIFY" means to agree to assume the released Parties' liability in a situation, hereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

As further inducement to **FFW** to permit the undersigned's entry into and participation in the Activities, the undersigned represents that they thoroughly and completely understand that this is a complete and final release and indemnity agreement, that they are freely and voluntarily entering into this Agreement, and that no representations, promises or statements made by any Released Party, or any agent, attorney or other representative of any released Party has influenced the undersigned in causing them to sign this Agreement.

The undersigned understands that this agreement shall be binding on their heirs, executors, successors and assigns, that the Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Harris County, Texas. If any part of the Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of the Agreement. The undersigned agrees to the terms and conditions above, and acknowledges receipt of the Agreement.

Signature of Angler: _____ Date: _____

Name Printed: _____

Team Name: _____