

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

For good valuable consideration, including without limitation the acceptance of the undersigned's entry or participation in the **Babes on the Bay Fishing Tournament** (the "Event") and being permitted to participate in certain related activities, the undersigned, for himself/herself and his/her personal representatives, heirs, guest, invitees, employees and crew members hereby (1) RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the following:

COASTAL CONSERVATION ASSOCIATION ("CCA"), COASTAL CONSERVATION ASSOCIATION TEXAS ("CCA TEXAS"), ARANSAS COUNTY NAVIGATION DISTRICT AND CITY OF FULTON, TX

and their Chapters, tournament committee and directors, subsidiaries, 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/her 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/her guests, invitee, employees, crew or teammates, vessels, boats and vehicles, 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 the undersigned and all guests, invitee, employees and crew of the undersigned for bodily injury, personal injury, death or property damage including vessels, boats and vehicles 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/herself, his/her guests, invitees, employees or crew and his/her 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 acknowledges that this provision conforms with the Texas Express Negligence doctrine and that the undersigned is agreeing to release and hold harmless all Releasees regardless of whether the incident giving rise to any claim was caused in whole or in part by the actions of the Releasees.**

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 _____, 2025.

Participant's/Guardian's Signature: _____

Participant's Name (Print): _____

Address: _____

Chapter Event Photo Release

The undersigned party agrees and grants full permission to allow Coastal Conservation Association (CCA), and Coastal Conservation Association Texas (CCA Texas) to use any photographs or video taken of the undersigned and his/her guests, invitees, employees, crew or teammates by CCA Texas volunteers or staff to be used on CCA, and CCA Texas websites, magazines, monthly periodicals, Social Media pages and/or for promotional materials and distribution to the general media as it pertains to the Event.

Executed this ____ day of _____, 2025.

Participant's/Guardian's Signature: _____

Participant's Name (Print): _____