

RELEASE, INDEMNITY AGREEMENT & MEDICAL AUTHORIZATION

In consideration of being allowed to participate in any way in the programs and activities of Texas Gulf Surfing Association, Inc. ("TGSA") including without limitation all related events, functions, use of equipment, provision of food or drink, and transportation to and from, the undersigned hereby acknowledges and agrees as follows:

I acknowledge that TGSA and its officers, directors, shareholders, members, owners, affiliated companies, agents, officials, employees, staff, contractors, volunteers, representatives, sponsors, venue owners and operators, successors, assigns, heirs, executors and personal representatives (hereinafter collectively referred to as "The Releasees"), have not and do not assume any liability whatsoever for any injury, illness, damage or loss of any nature whatsoever which may occur for any reason as a result of participation in the activities and programs of TGSA.

I acknowledge that participation in the activities and programs of TGSA involves exposure to dangerous activities and conditions, including, without limitation, surfing, ocean swimming, other ocean activities, beach games and activities, possible exposure to adverse conditions and potentially dangerous ocean life forms, possible exposure to dangerous bacteria and other organisms, as well as possible exposure to illness, **INCLUDING WITHOUT LIMITATION CORONAVIRUS/COVID-19**; and, I further acknowledge that such activities involve the risk of serious permanent injury or illness, paralysis and death. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE SOLE OR CONCURRENT NEGLIGENCE OF ANY OF THE RELEASEES or others, and I assume full responsibility for my participation (if 18 or older), or for the participation of my minor child (if participant is under 18), and agree to comply with all terms and conditions for participation. I agree to abide by all rules of TGSA and requests by staff, including those related to the Coronavirus/COVID-19, and agree that if I observe any unusually significant hazard or feel any threat to the personal health, safety or security of myself, or, if participant is under 18, my minor child, I will immediately remove myself or my minor child from participation and notify the nearest TGSA employee or other official.

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES, AND IF THE PARENT OR LEGAL GUARDIAN OF A MINOR PARTICIPANT, AS NEXT FRIEND AND ON BEHALF OF SAID MINOR CHILD AND HIS OR HER HEIRS, EXECUTORS AND PERSONAL REPRESENTATIVES, HEREBY RELEASE AND AGREE TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE RELEASEES FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND LIABILITY OF ANY KIND WHATSOEVER FOR PERSONAL INJURY, DISABILITY, DEATH, ILLNESS, MEDICAL EXPENSES, MENTAL ANGUISH, PAIN AND SUFFERING, LOSS OF OR DAMAGE TO PROPERTY, IMPAIRMENT, LOSS OF EARNING CAPACITY AND ANY AND ALL OTHER CLAIMS, DAMAGES, EXPENSES OR CAUSES OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION THOSE RELATED IN ANY WAY TO EXPOSURE TO CORONAVIRUS/COVID-19, ARISING FROM OR IN ANY WAY RELATED TO PARTICIPATION IN THE PROGRAMS AND ACTIVITIES OF TGSA, OR ANY RELATED EVENT, FUNCTION OR ACTIVITY, INCLUDING USE OF EQUIPMENT, PROVISION OF FOOD OR BEVERAGE, AND TRANSPORTATION TO AND FROM, WHETHER OR NOT CAUSED OR ALLEGED TO BE CAUSED BY THE SOLE, JOINT OR CONCURRENT NEGLIGENCE OF THE RELEASEES, OR ANY OF THEM.

I grant to The Releasees the right to use the name, likeness, portrait, recorded voice, identifying information, photograph, film and videos of any participant in the programs and activities of TGSA for advertising, marketing, promotions or other use, without any further consent, without compensation and without restriction as to duration, geography, media or frequency.

I authorize and consent to any physician, surgeon, paramedic, lifeguard, nurse or other first responder to render medical care to me (if 18 or older) or my minor child (if participant under 18) when deemed necessary, and acknowledge that the costs of same are my sole responsibility.

I acknowledge that I have read the foregoing and understand its terms, that I understand that I am giving up substantial legal rights by signing it, and that I have executed the same freely and voluntarily and without any inducement or reliance upon any representation by The Releasees.

Competitor full name and date of birth: (may include more than one competitor from same family)

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

Name: _____ DOB: _____

(Note: Each participant age 18 and over must sign a separate release. A parent may sign as next friend for multiple minors by listing each minor's name above. This document must be signed by a parent or legal guardian on behalf of a minor, and not by a friend or other relative.)

SIGNATURE: (PARTICIPANT IF 18 OR OLDER; PARENT OR LEGAL GUARDIAN IF PARTICIPANT UNDER 18):

Signature: _____

Printed Name (first and last): _____

Date signed: _____