

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS IS A RELEASE OF LEGAL RIGHTS – READ AND UNDERSTAND BEFORE SIGNING

1. In consideration for receiving permission to participate in **Bowfishing Tournament** I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Promised Land Outdoors, its Board of Directors, agents, outfitters, volunteers and collaborators, and Waylan Brannan (the Owner of the property where the event will occur) (hereinafter collectively referred to as RELEASES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or any of the property belonging to me, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with the planned outdoor recreational activities for the event, including but not limited to risks of handling and discharging firearms. Firearms, when mishandled, can be dangerous. Further, I understand that it is my responsibility to exercise the utmost care in the exercise of firearm safety. I intend to do so and realize that I have a duty to do so. I hereby elect to voluntarily participate in this activity with full knowledge that said activity may be hazardous to me. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH, and including a claim based on COVID-19 infection, that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF RELEASEES OR OTHERWISE.
3. I AM AWARE AND UNDERSTAND THAT THE EVENT ACTIVITIES I AM PARTICIPATING IN CONTAIN CERTAIN INHERENT RISKS AND INVOLVE THE POSSIBILITY OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE RISKS INVOLVED AND AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF THE RELEASEES OR OTHERWISE.
4. I further AGREE TO INDEMNIFY AND HOLD HARMLESS RELEASES from any demand, loss, liability, damage or cost, including court costs and attorneys' fees, that they may incur due to my participation in the event activities, WHETHER CAUSED BY NEGLIGENCE OR OTHER FAULT OF RELEASEES or otherwise. I represent that I

am capable of participation in the activities and acknowledge that this release is being relied upon by RELEASES in permitting me to participate in the event activities.

5. I understand that my activities will be subject to Chapter 75 of the Tex. Civ. Prac. & Rem. Code, which limits the liability of Promised Land Outdoors and the landowner as I engage in the planned recreational activities.
6. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns, and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with Texas law.
7. IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made. I ACKNOWLEDGE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE RELEASES.

SIGNED this _____ day of May, 2024.

PARTICIPANT

Printed Name

Signature

Phone Number

Email

Address

EMERGENCY CONTACT

In case of emergency, please contact: Name: _____ Phone# _____