**2023 San Antonio Pipeliners’ Association (SAPA)**

**Midstream America Scholarship Fund (MASF)**

**Saltwater Slam Fishing Tournament**

**WAIVER**

**WAIVER OF LIABILITY; INDEMNIFICATION AGREEMENT AND COVENANT NOT TO SUE**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, YOU GIVE UP YOUR RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY OTHER REMEDY FOR INJURIES TO YOURSELF OR YOUR PROPERTY ARISING OUT OF YOUR PARTICIPATION IN THE 2023 SAN ANTONIO PIPELINERS ASSOCIATION (SAPA) /** **Midstream America Scholarship Fund (MASF) SALTWATER SLAM FISHING TOURNAMENT PORT ARANSAS EVENT.**

I acknowledge that I am over the age of seventeen (17) years as of *October 13, 2023*. I, and on behalf of my heirs, agents, assigns, beneficiaries, executors and administrators, state that I understand that the activity that I have chosen to participate in and/or observe involves strenuous physical activity associated with fishing. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in the Event relating to the risk of strenuous physical activity. I acknowledge that I may incur minor injuries, major injuries, and/or catastrophic injuries including paralysis and death. I assume risks from contact with other participants, negligent or wanton acts of other participants, any defects of conditions of premises (including high or low water levels and rough waters), and the effects of weather, including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity. I am fully aware of the risks connected with participation in the Event, whether specifically listed in this Release or not, and I hereby voluntarily elect to participate in the Event knowing that this participation involves these risks.

**I VOLUNTARILY ASSUME ALL SUCH RISKS FOR MY FAMILY MEMBERS, GUESTS, AND MYSELF (and heirs, agents, assign beneficiaries, executors, and administrators).**

**I, on behalf of myself and all family members, agree to indemnify and hold harmless SAPA/MASF, the Officers and Directors and Members of SAPA/MASF, its agents, employees, instructors, assigns and successors in interest for any and all damages.**

I acknowledge that the foregoing agreement is intended to be as broad and inclusive as permitted by the law of the State of Texas and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. I understand that the terms of this agreement are legally binding and that I am signing this agreement, after having carefully read it, of my own free will.

**Fisher 3 (Print):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fisher 4 (Print):**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Team Captain/**

**Fisher 1** (Print):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fisher 2 (Print)**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Executed this 13th Day of October, 2023**

**TEAM COMPANY \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Filled in by check in person)**