



**CLEAN TIDES™ PROJECT WAIVER AND RELEASE AGREEMENT
FOR PARTICIPANTS IN SPONSORED EVENT**

EVENT/ACTIVITY: Bay Clean-Up – 1st Annual Bay Clean Up Project

Description: Clean Tides™ Project, a division of Reel Sportswear, LLC (CTP), is targeting the portion of King Ranch® shoreline in Kleberg County south of Bluff’s Landing and North of Baffin Bay. We recommend that all volunteers come by boat because the King Ranch® is only accessible by vessel. Please dress appropriately, wear sun protection, and bring a reusable water bottle. Volunteers under the age of 18 **MUST** be accompanied by an adult. The project involves picking up trash and debris along the King Ranch® shoreline.

Date/Time: Sunday, June 9th, 2017, 8:30 am – 5:00 pm

Location: Bluff’s Landing Marina (4242 Laguna Shores Road Corpus Christi, TX 78418)

PARTICIPANT'S INFORMATION (PRINT)

First Name: _____ **Last Name:** _____

Email Address: _____ **Phone Number:** _____

Home Address: _____

In consideration of REEL SPORTSWEAR LLC & KING RANCH, Inc. permitting me to participate in all aspects of the above-referenced Clean Tides™ Project activity or event (“Activity”), I hereby agree as follows:

1. Assumption of Risk.
 - (a) I fully understand and appreciate the dangers, hazards and risks inherent in participating in the Activity; transportation between Bluff’s Landing Marina and the Activity; undertaking any independent research or other activities as an adjunct to the Activity; and using any of the facilities or equipment related to the Activity (collectively, “Activities”), which risks include, but are not limited to, serious physical injury up to death, property damage and other loss. I understand that participating in such Activities will subject me to dangerous conditions, including but not limited to, ocean currents, surf, undertoe, rattle snakes, stinging jellyfish, and other marine life, hot weather conditions, stepping on glass or debris, and sun exposure, and that I may sustain injuries, including but not limited to, cuts, abrasions, bruising, broken bones, punctures, stings, sunburn, heat stroke, and drowning.
 - (b) I further understand there are foreseeable and unforeseeable risks inherent in participating in this Activity, including but not limited to the conduct of other

participants and third parties, and natural conditions such as the terrain, wildlife and the weather.

- (c) I acknowledge that I am responsible for my own conduct and safety, that the risks of physical injury, damage, financial liability and loss as stated herein are not exhaustive, and that CTP does not require my participation in any of the Activities. Knowing the nature of such risks, and having made my own investigation regarding the risks inherent in participating in such Activities, I expressly and voluntarily agree to accept and assume all such risks.

1. Conduct. While I am participating in the Activities, I agree to follow any standards of conduct imposed by the CTP, King Ranch, Inc., as well as the instructions and directions of CTP's OR King Ranch, Inc. personnel at all times, including but not limited to any instructions or directions regarding safety procedures and the donning of protective gear. I understand and agree that CTP may at any time terminate my participation in any of the Activities should I engage in conduct that violates CTP's standards of conduct, disrupts the Activities, harms CTP's reputation, or injures the welfare of other participants and third parties. I further agree to immediately report all unsafe acts, dangerous conditions, injuries to the CTP staff in charge.
2. Personal Vessel Vehicle/Equipment Use. If I use my own vessel, vehicle or other equipment for the purposes of or during the Activities, I certify it has been properly maintained and is in good working condition. I also certify that I am competent to operate the vessel, vehicle and/or equipment safely and effectively; and that I have all the requisite licenses and insurance necessary to operate it. I further understand that I will be responsible for any passengers that I transport in my personal vessel, vehicle or allow to use my personal equipment.
3. Special Requirements, Health Condition and Medical Treatment.
 - (a) I certify that I am able to walk in sandy and rocky conditions, bend over, collect trash, and lift a minimum of 5 pounds without strain or injury. I agree to obey all King Ranch® postings and warnings and to the greatest extent possible, to stay below (or on the beach side of) the vegetation line.
 - (b) At all times while at or on the King Ranch® shoreline, I agree to wear the protective gear provided, including but not limited to gloves. Participants should wear clothing suitable for getting dirty and picking up trash, including closed toes shoes. Participants should bring and wear **SUNSCREEN**. A hat or bandana is recommended.
 - (c) I certify that I am physically fit to participate in all the Activities, and have no medical or physical condition that impairs, restricts or prevents my participation, or affects my health or safety or that of others participating, in the Activities.
 - (d) I understand CTP is not providing me with health insurance, and certify that I have medical and other insurance sufficient to cover any injuries that I may sustain in connection with my participation in the Activities. Name Policy Holder: _____ and Insurance Policy Number: _____
 - (e) I understand CTP is not responsible for and will not be providing medical or emergency personnel to staff any Activities.

(f) In the event of a medical emergency and I am unable to communicate, I authorize CTP in its sole discretion to: (1) take reasonable actions, including hospitalizing me, for my health and well-being and at my sole expense; and (2) notify the person(s) listed as my emergency contacts as identified in the emergency contact form I provided to CTP of the nature of the emergency and my location.

4. WAIVER AND RELEASE. IN CONSIDERATION OF CTP PERMITTING ME TO PARTICIPATE IN THE ACTIVITIES, I, ON BEHALF OF MY FAMILY, HEIRS, EXECUTORS, ESTATE, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, VOLUNTARILY AGREE TO RELEASE, DEFEND, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS, REEL SPORTSWEAR LLC, CLEAN TIDES™ PROJECT A DIVISION OF REEL SPORTSWEAR LLC, KING RANCH, INC., BLUFF'S LANDING MARINA AND ITS AND THEIR FACULTY, EMPLOYEES, AGENTS, TRUSTEES, DIRECTORS, OFFICERS, OWNERS, AND ALL THOSE ACTING ON THEIR BEHALF ("RELEASEES"), FROM ANY AND ALL CLAIMS, CHARGES, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES (INCLUDING PHYSICAL INJURY, DEATH, PROPERTY DAMAGE, FINANCIAL LIABILITY AND EXPENSES), SUITS IN EQUITY AND LIABILITIES, OF ANY KIND AND WHATEVER NATURE (INCLUDING BUT NOT LIMITED TO ANY CLAIM OF NEGLIGENCE) ARISING FROM OR RELATING TO MY PARTICIPATION IN THE ACTIVITIES.

5. This Agreement is made and entered into in the State of Texas, and shall be subject to, governed by, and construed and enforced pursuant to, the laws of the State of Texas. The courts of the State of Texas shall have exclusive jurisdiction with respect to any dispute or litigation relating to any matter within the scope of this Agreement. If any provision of this Agreement is found to be unlawful, unenforceable, or void in any respect whatsoever, the remaining provisions of the Agreement will be unaffected and will remain in full force and effect.

6. This Agreement may be pleaded as a full and complete defense to, and may be used as the basis for any injunction against, any action, suit, administrative investigation or other proceeding that may be instituted, prosecuted or attempted in breach of this Agreement. No representations, statements or inducements, oral or written, express or implied, apart from the statements herein, have been made.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND SIGN IT UNDER MY OWN FREE WILL. I UNDERSTAND THIS AGREEMENT CREATES LEGAL OBLIGATIONS AND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE, AND DO SO VOLUNTARILY.

Participant Signature

Date

Participant Name (Print)

Please contact the following individual in the event of an emergency:

Print Contact Name: _____ Phone Number: _____

Relationship: _____

IF A PARTICIPANT IS LESS THAN 18 YEARS OF AGE:

I REPRESENT THAT I AM THE PARENT OR GUARDIAN OF THE ABOVE PARTICIPANT, AND AM LEGALLY AUTHORIZED TO BIND THE PARTICIPANT TO THE TERMS OF THIS AGREEMENT. I AGREE TO BE LEGALLY RESPONSIBLE FOR THE OBLIGATIONS AND ACTS OF THE PARTICIPANT AS DESCRIBED HEREIN, AND ON BEHALF OF ME AND THE PARTICIPANT, TO BE BOUND BY ITS TERMS.

Parent/Guardian Signature

Date

Parent/Guardian Name (Print)



Participant Consent Release

I hereby give Reel Sportswear LLC, Clean Tides™ Project a division of Reel Sportswear LLC, its successors and assigns and those acting under its permission or upon its authority, the unqualified right and permission to reproduce, copyright, publish, circulate, or otherwise use my name and/or photographic likenesses or me still, single, multiple, or moving in which I may be included in whole or in part, or composite. I waive any right to inspect and approve the finished product or copy that may be used or the use to which it may be applied. This authorization and release covers the use of said materials in any published or broadcast form, and any medium of advertising, publicity, or trade in any part of the world. Furthermore, for the consideration above mentioned, I, for myself, my heirs, executors, administrators, or assigns, transfer to the organization, its successors and assigns, all my rights, title, and interests in such photographs to all representatives of the organization. This agreement represents in full all terms and considerations, and no other inducements, statements, or promises have been made to me.

Printed Name

Signature

Date

Reel Sportswear LLC Staff Signature

Date