

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

PLEASE READ AND BE CERTAIN YOU UNDERSTAND THE IMPLICATIONS OF SIGNING EXPRESS ASSUMPTION OF RISK ASSOCIATED WITH BOATING RELATED ACTIVITIES.

I _____ do hereby affirm and acknowledge that I am fully aware of the inherent hazards and risks associated with boats, boating, boat travel, navigable waters, or employing the use of other water-faring vessels (e.g., "Jet Skis") as it pertains to **Fishing**, that include but are not limited to being fined, bit, slashed, stabbed, burnt, broken, dismembered, disfigured, drowned or killed (collectively, "**Fishing Risks**"). I fully understand that these Fishing Risks can lead to severe injury and even loss of life. I understand that the Boating Activities may be conducted at a site that is remote from competent medical assistance. Additionally, I understand that there are also risks associated with boat travel, including, but not limited to slip and fall aboard and the possible injury or loss of life as a result of a boat accident (collectively, "**Boating Risks**"). Despite the potential hazards and dangers associated with the Boating Risks, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from these activities which could result in personal injury, loss of life and property damage to me. Collectively, all activities herein referenced are "**Boating Activities**".

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in the **Kutter Klassic Fishing Tournament**, as well as the use of any of the facilities of the below listed releasees, I hereby agree as follows:

1. **TO WAVE AND RELEASE ANY AND ALL CLAIMS** based upon negligence, Active or passive with the exception of intentional, wanton or willful misconduct that I may have in the future against any of the following named persons or entities (hereinafter, "Releasees"):

**a. KUTTER REAL ESTATE,
KUTTER VENTURES, INC.
CONNECT REALTY.COM**
2170 Buckthorne Place, Ste. 100
The Woodlands, TX 77380

**b. WATER CREST ON LAKE CONROE,
D.R. HORTON**
400 Carriage Hills Blvd
Conroe, TX 77384

2. To release the Releasees, their officers, directors, employees, representatives, agents and volunteers, from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs executors or assigns may have for personal injury, property damage or wrongful death arising from the Boating activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the Releasees harmless for any injury or loss of life which may occur to me during the Boating Activities, Fishing Activities, or related activities.

3. By entering into this agreement, I am not relying on any oral or written representation, or statements made by the Releasees other than what is set forth in this agreement.

4. If any provision of this release is found to be unenforceable or invalid, that provision shall be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. I hereby declare that I am of legal age, and am competent to sign this Agreement, or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and concurrence with this agreement.

5. **I further understand that the use or imbibement of alcoholic beverages may increase the likelihood of injury relating to or arising out of any Boating or Fishing Risk and assume the risks of my own conduct should I wish to partake in same. I acknowledge that I, and not any of the Releasees herein, am responsible for ensuring that TABC ordinances and/or mandates are complied with. FURTHER, I WILL NOT PROVIDE ALCOHOL TO ANY NOT KNOWN TO ME TO BE A PERSON UNDER THE LEGAL AGE OF TWENTY ONE (21).**

I HAVE READ THIS AGREEMENT, I UNDERSTAND IT, AND I AGREE TO BE BOUND BY IT:

Signature of Participant _____ Date: _____, 2021

IF PARTICIPANT IS A MINOR

I hereby affirm that I am the parent or legal guardian of _____, and that I have read, understand, and agree to be bound by the foregoing terms of this release. I release all claims on my behalf that the above-referenced individual may have, as well as my own.

Signature of Parent Or Guardian: _____

On Behalf of: _____, a Minor Participant.

Date: _____, 2021

Signature of Minor: _____ Date: _____, 2021