Release Hold Harmless and Agreement Not to Sue

OTB Rising Tide Invitational • December 12, 2026 (“Event”)
Organizer: Over the Bridge Future Fishers Foundation (“OTB”).
Tournament headquarters: TBD. Fishing locations: North Padre Island. Event hours: TBD. Version RTI 2026 10 31 C.

In consideration of being permitted to participate, I agree to the applicable sections below. Event activities include fishing, boating on privately owned or provided vessels, boarding and leaving boats, docks, piers, shoreline activities, mentoring and related event activities. This agreement does not cover unrelated travel or activities outside the Event.

“Released Parties” means OVER THE BRIDGE FUTURE FISHERS FOUNDATION; its Event committee, directors, officers, employees and approved Event volunteers acting in their Event roles; and participating vessel owners and operators specifically identified in my registration or boat-assignment record before I accept these terms. No additional entity is added after acceptance without my agreement.

1 Adult release and agreement not to sue

IF I AM AN ADULT PARTICIPANT AGE 18 OR OLDER, TO THE FULLEST EXTENT APPLICABLE LAW PERMITS, I RELEASE, WAIVE AND DISCHARGE THE RELEASED PARTIES FROM MY OWN CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY OWN PARTICIPATION IN THE EVENT, INCLUDING CLAIMS CAUSED IN WHOLE OR IN PART BY A RELEASED PARTY’S OWN ORDINARY NEGLIGENCE. I AGREE NOT TO SUE THE RELEASED PARTIES ON CLAIMS I VALIDLY RELEASE IN THIS AGREEMENT.

This release and no-suit promise do not apply to gross negligence, reckless or intentional misconduct, rights that cannot lawfully be waived, claims belonging to a child or another person, or my claims arising from injury to a child. They do not prevent a claim or challenge that applicable law preserves. I sign only for myself in this adult-participant capacity.

2 Limited indemnification and hold harmless

IF I ACCEPT BOAT OWNER OR OPERATOR DUTIES, I WILL, TO THE EXTENT LAWFUL, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM THIRD-PARTY CLAIM AMOUNTS ONLY TO THE EXTENT CAUSED BY MY OWN NEGLIGENT ACTS OR OMISSIONS OR MATERIAL BREACH OF THE BOAT DUTIES I ACCEPT. I DO NOT ASSUME ANY OTHER PARTY’S OWN FAULT.

Amounts, including proportionate reasonable defense costs, must be established by a final judgment allocating responsibility or a settlement approved in writing by me and any insurer whose consent is required. There is no separate duty to take over or fund a defense before that allocation. The protected party will give prompt notice and reasonably cooperate; neither side may bind the other to a settlement without required consent. This clause does not expand insurance coverage or require a guardian to repay a claim merely because it is brought for a child.

3 Voluntary assumption of risk

I understand that Event risks include hooks and sharp equipment; slips and boarding injuries; vessel movement, collision, capsize and falls overboard; drowning; weather, sun and water exposure; wildlife; and delayed rescue or medical assistance. Serious injury, death and property damage can occur despite precautions. As an adult participant, I voluntarily assume the inherent risks of activities I choose. I may decline an activity or ask to stop, and will follow safety instructions and report unsafe conditions.

This agreement operates only to the extent permitted by applicable law, including controlling federal maritime law. If a provision is unenforceable, the remaining lawful provisions may continue without expanding this agreement or removing its stated limitations. No person signs away another adult’s rights.

Guardian Permission and Event Acceptance

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4 Parent or legal guardian permission

I am the named youth's parent or legal guardian and have authority to give this permission. I have read the risks above and permit the youth's selected Event activities. This permission supplements the event record; it does not alter a prior signed document. It does not purport to release the youth's claims or require me to indemnify anyone because the youth asserts a claim.

Boating is optional. Yes authorizes boating subject to approval and my confirmation of the actual boat, operator and supervision before boarding. No does not authorize boating; shore availability must be confirmed separately. Material substitutions require renewed confirmation, except immediate emergency safety action. I may decline boarding. Anyone who sponsors a boat has a guaranteed seat; other requested seats are not guaranteed. This does not guarantee a particular boat or team, additional guest seats or a completed trip. Safety requirements and weather-related changes or cancellation still apply.

The owner/operator is responsible for vessel condition, navigation, required equipment, lawful capacity and safe operation, including refusing, delaying or stopping an unsafe trip. OTB may also suspend or cancel participation. I will review safety and conduct rules with the youth. Youth must wear properly fitted, activity-appropriate USCG-approved life jackets whenever aboard; adults must wear them while underway. More protective legal or insurer requirements apply.

I will provide reachable emergency contacts and relevant safety information. I authorize calling emergency services and seeking urgent assessment/transport, with prompt efforts to contact me. This is not blanket medical-record access or nonurgent-treatment authority. Any separate nonparent treatment consent must identify the caregiver and comply with law.

5 Boat owner and operator acceptance

If I accept this role, I confirm my authority over the identified vessel or my authority to sign for the identified company. I will provide accurate registration/documentation or exemption, operator qualifications and applicable credentials, and insurance evidence; disclose payment, charter, reimbursement or other benefits; and report material changes. Uploading documents does not establish coverage or approval.

I will not carry participants without OTB's written vessel/operator/roster approval, required insurance confirmation and safety clearance. I will provide a safe, seaworthy vessel and serviceable equipment; obey person/weight limits counting everyone aboard; complete the briefing and checks; honor the approved route, communications, return plan and Two-Adult Rule; and not substitute unapproved boats/operators or add passengers. I will operate without impairment and promptly report incidents. The operator retains safe-navigation authority and may stop an unsafe trip.

An individual accepts only their own duties and conduct. A duly authorized company representative binds the identified company only to its accepted obligations, without a personal guarantee. Sponsorship alone creates no boat-provider indemnity. Owner and operator accept separately when they are different people.

Acceptance record

Accept only applicable sections: adults 1 and 3; guardians 4 for each named youth; owners/operators 5 plus separate acknowledgment of 2. Registration records signer name/capacity, youth or vessel, exact version, date/time and affirmative acceptance. Boxes start unchecked. Final boat/operator confirmation occurs before boarding; new Released Parties require new acceptance.

Optional separate photo and video permission

Separate Yes / No choice: If Yes, I permit OTB to use Event photographs/video of me and/or the identified youth for OTB communications, website, social media and promotional materials. I have authority for each named youth, not other families. Declining does not affect participation. Record person, signer, choice and date separately; liability acceptance is not media consent.