Kellogg Fishing Club

ASSUMPTION OF RISK, RELEASE OF LIABILITY, HOLD HARMLESS, AND MEDIA RELEASE AGREEMENT

(State of Texas)

This Agreement is entered into by the undersigned participant ("Member") and the Kellogg Fishing Club ("Club"), a nonprofit organization operating in the State of Texas.

Purpose of the Club

The Kellogg Fishing Club is a nonprofit organization formed for recreational, social, and educational purposes, including bringing anglers together, building friendships, and promoting fishing as a family activity.

Assumption of Risk

Member understands and acknowledges that participation in fishing activities, Club meetings, outings, tournaments, and related travel involves inherent risks, including but not limited to:

- **Personal injury, illness, or death**
- **Damage to or loss of boats, vehicles, equipment, or other personal property**
- **Risks associated with water conditions, weather, wildlife, equipment failure, and the actions or omissions of other participants**

Member voluntarily and knowingly assumes all risks, whether known or unknown, associated with participation in Club activities.

Release and Waiver of Liability (Club Only)

To the fullest extent permitted by Texas law, Member hereby releases, waives, and discharges the Kellogg Fishing Club, its officers, directors, board members, volunteers, and event organizers from any and all claims, demands, damages, or causes of action arising out of or related to participation in Club activities, including claims for:

- **Personal injury, illness, or death**
- **Damage to or loss of boats, equipment, vehicles, or other personal property**

This release applies to claims arising from ordinary negligence or any other cause, except where prohibited by law.

NO MEMBER-TO-MEMBER RELEASE OF LIABILITY

Nothing in this Agreement shall be interpreted as releasing, waiving, or limiting the personal liability of any individual Club member for their own negligent, reckless, or intentional acts that cause injury or property damage to another participant.
Each member remains individually responsible for their own conduct and actions during Club activities.

Responsibility for Equipment and Insurance

Member understands and agrees that:

- **Each member is solely responsible for their own boat, equipment, and personal property**
- **The Club does not provide insurance coverage for members, boats, equipment, passengers, or guests**
- **It is the sole responsibility of each member to maintain appropriate medical, liability, and/or boat insurance**

Indemnification and Hold Harmless

Member agrees to indemnify and hold harmless the Kellogg Fishing Club from any claims, damages, losses, liabilities, or expenses (including reasonable attorney's fees) arising out of or related to Member's participation in Club activities.

Medical Authorization

Member authorizes the Club to obtain emergency medical treatment on their behalf if necessary and agrees to be financially responsible for any medical expenses incurred.

Photo, Video, and Media Release

Member grants the Kellogg Fishing Club permission to use photographs, video recordings, or other media containing the member's likeness taken during Club activities for lawful purposes, including social media, websites, and promotional materials. Member understands and agrees that no royalties, compensation, or other payment will be provided for such use and releases the Club from any claims related to the use of such media.

Minor Participant Release and Parental Consent (Texas)

This section applies if the participant is under the age of eighteen (18).

I, the undersigned parent or legal guardian, hereby consent to my child's participation in Kellogg Fishing Club activities. I understand that fishing and related activities involve inherent risks, including the risk of serious injury or death.

To the fullest extent permitted by Texas law, on behalf of myself and my minor child, I release, waive, and discharge the Kellogg Fishing Club, its officers, directors, volunteers, and event organizers from any and all claims arising from my child's participation, including claims based on ordinary negligence.

I further agree to indemnify and hold harmless the Kellogg Fishing Club from any claims brought by or on behalf of my minor child related to participation in Club activities.

I certify that I am the parent or legal guardian of the minor participant and that I have the authority to execute this Agreement on their behalf.

Acknowledgment and Understanding

I acknowledge that I have read this Agreement in its entirety, fully understand its terms, and sign it voluntarily. I understand that by signing this document, I am giving up certain legal rights.

Participant Information

Participant Name (Print): _____
Signature: _____
Date: _____

If Participant Is a Minor

Minor's Name: _____
Parent/Guardian Name (Print): _____
Parent/Guardian Signature: _____
Date: _____