

RELEASE AND INDEMNITY AGREEMENT

This release and indemnity agreement is made on the Date shown below by and between **Associated Plumbing, Heating, Cooling Contractors Of San Antonio, Incorporated** and its executive director, **Heidi Trimble**, and its officers and directors, including, without limitation:

Executive Board:

President: Patrick Freund, Primo Plumbing Co.
Vice President: Pete Andazola, Pronto Rooter Inc.
Secretary: Martin Bauml, Martin Bauml Plumbing Co.
Treasurer: Jimmy Shafer, Shafer Services

and its 2010 Board Members:

Sherill Stanush, S & S Plumbing Contractors , Johnny Esquivel, Comal Concrete Products & Billy Musick, Moore Supply

and its 17th Annual PHCC-San Antonio Memorial Fishing Tournament Committee persons:

Jim Martin, Jim Martin & Associates
Perry Beyer, Beyer Plumbing Co.
Steve Mechler, Steve Mechler & Associates
Jim Ziehmke, Steve Mechler & Associates
Douglas Trimble, Ferguson Enterprises
Sherill Stanush, S & S Plumbing Contractors
Katy Lemons, Emergency Services Restoration
Angie Zuniga, Sunstate Equipment
Jason Edwards, Champions Marketing
Chris Myles, Kohler/Sterling
Kelly Rigsby, Kohler/Sterling
Pete Andazola, Pronto Rooter, Inc.

and their respective business organizations, and other employees and all persons in privity with them or any of them (collectively called "**PHCC-San Antonio**"); and

the **Participant:**

[Redacted area]

(hereafter referred to collectively, whether one or more, as "Participant") as follows:

1. Whereas, **PHCC-San Antonio** is sponsoring the following Event at the Facilities described below:

17th Annual PHCC-San Antonio Memorial Fishing Tournament to be held on October 2, 2010 including participation in fishing event, the awards , raffles & dinner ceremony provided after fishing weigh-in.

(hereafter referred to collectively as the "**Event**"); to be located at

Rockport Beach Saltwater Pavillion, 212 Seabreeze, Rockport, TX 78382

(hereafter referred to collectively as the “Facilities”); and

2. Whereas **PHCC-San Antonio**, has offered the foregoing Event and Facilities to Participant for participation and use of the Facilities connection with the Event, but as a condition to allowing the Participant to participate in the Event and to use the Facilities **PHCC-San Antonio** is requiring each Participant to: (a) give this release and indemnity agreement on behalf of themselves and all minor children in their custody; and (b) agree to follow the rules and any other instructions given by **PHCC-San Antonio** related to the Event or Facilities, including the rules and regulations given directly by the Facilities; and

3. Whereas **PHCC-San Antonio** will not allow the Participant or his/her/their spouse or children in their custody to use or occupy the Facilities or to participate in the Event without this release and indemnity agreement:

Now, therefore, for and in consideration of the recitals set forth above and **PHCC-San Antonio** allowing Participant and his/her/their spouse and children in their custody to participate in the Event and to use or occupy the Facilities for the Event, the receipt and sufficiency of which is hereby acknowledged, the Participant acting both for himself/herself and minor children in their custody (hereinafter referred to collectively in all said capacities as “Participant”), hereby release, acquit, and forever discharge **PHCC-San Antonio**, its executive director, and officers and directors, including without limitation those persons and business organizations named hereinabove, and employees and all persons in privity with them or any of them, from any and all claims or causes of action of any kind whatsoever, at common law, statutory, or otherwise, which the Participant or said children have or might have, known or unknown, now existing or that might arise hereafter, directly or indirectly arising from or attributable to any occurrence during or related to the Participant’s or said children’s participation in the Event or use or occupancy of the Facilities or anything arising from Participants’ presence at the Facilities, or travel to or from the Facilities, it being intended to release **PHCC-San Antonio** in advance all claims of any kind which the Participant or children in their custody have, or might have against those hereby released.

For the same consideration, the adult Participants shall indemnify, defend and hold harmless **PHCC-San Antonio**, its executive director, and officers and directors, including without limitation those persons and business organizations named hereinabove, and employees and all persons in privity with them or any of them from any and all claims, damages, expenses, fees, fines, penalties, proceedings, actions, demand, or suits made upon **PHCC-San Antonio** directly or indirectly arising from or attributable to any occurrence during or related to the Participants’ or the minor children in their custody’s participation in the Event or use or occupancy of the Facilities or anything arising from Participants’ presence at the Facilities, or travel to or from the Facilities, including any acts or omissions of either **PHCC-San Antonio**, its executive director, and officers and directors, including without limitation those persons and business organizations named hereinabove, and employees and all persons in privity with them or any of them or the Participants or their/his/her children.

THE RELEASE AND INDEMNITY AGREEMENT SHALL APPLY EVEN WHERE ANY SUCH CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITIES ARISE IN ANY PART FROM THE NEGLIGENCE OF PHCC-SAN ANTONIO. IT IS THE EXPRESS INTENTION OF THE PARTICIPANT AND PHCC-SAN ANTONIO THAT THE RELEASE AND INDEMNITY PROVIDED FOR IN THESE PARAGRAPHS IS A RELEASE AND INDEMNITY BY THE PARTICIPANT TO RELEASE INDEMNIFY AND PROTECT PHCC-SAN ANTONIO FROM THE CONSEQUENCES OF PHCC-SAN ANTONIO’S OWN NEGLIGENCE, EVEN WHERE THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGES WAS PHCC-SAN ANTONIO’S SOLE ACT OF NEGLIGENCE.

Participants acknowledge that all vehicles, gear, equipment or other items furnished for use by Participant or minor children in their custody as a part of the Facilities or in connection with the Event are all provided AS IS, and NO warranty of fitness, merchantability, or other implied or express warranty is made and no representation or warranty is given as to safety, serviceability or operation of any such items. Participants warrant that they are familiar

with or will become familiar with the safe and proper operation or use of any of the Facilities they use, that they will abide by the rules and regulations of the Facility and of the Event, and that they will inspect and satisfy themselves as to the safety and condition of any of the Facilities, and that they will closely monitor and be responsible for the safe and proper use of the Facilities by any minor children they bring with them to the Facilities.

Participants warrant that this Release is signed and agreed to by a parent or guardian of each minor child attending the Event, or to be using the Facilities under Participants' custody.

Dated: _____
17TH Annual PHCC-San Antonio Memorial Fishing Tournament

PARTICIPANT(S):

Printed _____
Name: _____
Date: _____

Spouse:

Printed _____
Name: _____
Date: _____

Names of Participants' minor children or other children in Participant's custody to be using the Facilities:

Agreed to by Parent/Guardian for Each Child:

Printed _____
Name: _____
Date: _____

Printed _____
Name: _____
Date: _____

Printed _____
Name: _____
Date: _____

EACH PARTICIPANT IN THIS EVENT NEEDS TO READ THIS AGREEMENT AND THEN COMPLETE THE GRAY AREAS. PLEASE SIGN & MAIL IN THIS three page FORM TO PHCC-SAN ANTONIO for receipt by September 25, 2010 to be eligible for the event weigh-in & awards.

**MAIL TO: PHCC-SAN ANTONIO
P.O. BOX 681873
SAN ANTONIO, TX 78268 (210) 523-1540**