



**WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND IDEMNITY AGREEMENT**

In consideration of being permitted to participate in the February 22, 2014 STF 3 Gun Shoot (Event) at Cawthon Cartridge Club, I, for myself, personal representatives, heirs, and next of kin, agree as follows:

1. Assumption of Risks. I am fully aware of the risks and hazards associated with participating in the Event, including the risk of property damage, physical injury or death, and I am voluntarily participating in said Event. I assume full responsibility for any risk of loss, property damage or personal injury that may be sustained as a result of my participation in the Event except as provided below.

2. Representation and Warranty. I represent and warrant that I am trained in and familiar with the safe use and handling of firearms and ammunition; that I will follow all rules and instructions provided during the Event; and will wear proper safety equipment at all times.

3. Indemnification and Hold Harmless. I hereby release, waive, discharge, covenant not to sue, and agree to indemnify and hold harmless the **Subsea Tieback Foundation (STF)** and **Cawthon Cartridge Club (CCC)**, including their employees, officers, agents, volunteers, independent contractors, subsidiaries and related entities STF, (“CCC), from any and all claims, actions, suits, expenses, damages (including attorneys’ fees), liabilities and loss of any kind arising out of my involvement in the Event (“Loss”), whether as a result of STF and CCC negligence or otherwise, except to the extent such Loss arises out of CCC gross negligence or intentional, willful or wanton misconduct.

4. Acknowledgment of Understanding. I have fully read this Agreement, fully understand its terms, and **understand that I am giving up substantial rights, including my right to sue**. I acknowledge that I am at least 18 years of age and fully competent; that I am signing this agreement freely and voluntarily; and that I intend by my signature to completely and unconditionally release of all liability as set forth herein.

Participant’s Printed Name

Date

Signature