

RELEASE AND INDEMNITY AGREEMENT

For and in consideration of the payment of \$ _____ (the “Settlement Amount”) by Intercontinental Terminals Company (“ITC”) to _____ (“Releasor”), Releasor completely releases ITC, its parent, subsidiary, affiliated, and/or related companies, and each and/or all of their insurers, agents, employees, stockholders, officers, members, managers, and directors (“Parties Released”) of and from any and all liability, claims, demands, and/or causes of action for personal injury (including but not limited to medical expenses, mental anguish, physical impairment, physical pain, loss of services, loss of consortium, annoyance, irritation, discomfort, inconvenience, etc.), whether now known or now unknown and whether existing now or arising in the future, asserted by, through, or under Releasor (“Released Claims”) arising out of or in any way related to the events that commenced on March 17, 2019 at the ITC facility in Deer Park, Texas (“the Incident”).

If Releasor has asserted the Released Claims in any lawsuit against the Parties Released, Releasor will dismiss those Released Claims, with prejudice, and at Releasor’s own cost. If a third party (such as Medicare, Medicaid, a hospital, a health insurance company, or governmental entity) paid any of the claimed medical expenses, that third party may have a medical cost repayment claim or lien against the Releasor. Releasor is responsible for the satisfaction of any such claim or lien.

RELEASOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE PARTIES RELEASED FROM ANY CLAIM MADE BY, THROUGH, OR UNDER RELEASOR FOR THE RELEASED CLAIMS.

It is agreed that this settlement is made without any admission of liability.

This Agreement shall be governed by the laws of the state of Texas. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in Houston, Texas, pursuant to the rules of the Houston Maritime Arbitrators Association. If this arbitration agreement is determined to be unenforceable, any litigation arising out of or in connection with this Agreement shall be filed in the United States District Court for the Southern District of Texas, Houston Division. If it is determined the United States District Court for the Southern District of Texas, Houston Division lacks subject matter jurisdiction, suit shall be filed in the district courts of Harris County, Texas, to the exclusion of any other court.

[SIGNATURE AND NOTARIZATION ON NEXT PAGE]

RELEASOR

DL/ID No.: _____

DATE: _____

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this _____ day of _____, 201__.

Notary Public in and for the State of Texas