Release and Waiver of Liability

PLEASE READ CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the “Release”) is executed by the Participant in favor of Anadarko Petroleum Corporation (“Anadarko”), Sam Houston Area Council of the Boy Scouts of America, Competitive Edge Sports, any and all Project sponsors, food providers, volunteers, and committee members, their affiliated entities, and their respective directors, officers, employees, agents, insurers and volunteers (“Released Parties”). Participant desires to participate as a player in dodgeball games that are being conducted in connection with a charitable project (the “Project”) and engage in the activities related to being a participant. Participant understands that the game of dodgeball involves strenuous physical activity including bending, throwing a ball at and being hit by a ball thrown by others, and that such activities may cause injury, and in rare cases death. The Participant hereby freely, voluntarily, and without duress executes this Release under the following terms:

RELEASE AND WAIVER. PARTICIPANT DOES HEREBY INDEMNIFY, RELEASE AND FOREVER DISCHARGE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE, EITHER IN LAW OR IN EQUITY, WHICH ARISE OR MAY HEREAFTER ARISE FROM PARTICIPANT’S ACTIVITIES AT THE PROJECT. PARTICIPANT UNDERSTANDS THAT THIS RELEASE DISCHARGES THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM (WHETHER IN TORT, CONTRACT, OR OTHERWISE) THAT THE PARTICIPANT MAY HAVE AGAINST THE RELEASED PARTIES WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, MEDICAL TREATMENT OR ANY OTHER DAMAGES WHATSOEVER, THAT MAY RESULT FROM PARTICIPANT’S PARTICIPATION IN THE PROJECT, WHETHER CAUSED BY THE NEGLIGENCE, GROSS NEGLIGENCE OR WILLFULL MISCONDUCT OF THE RELEASED PARTIES OR OTHER PARTICIPANTS.

Insurance. Participant understands that Anadarko has not acquired health, medical, or disability insurance coverage for any Participant or Participant family member regarding the Project. Participant’s eligibility for health and other benefit coverage is determined by the plan documents governing Anadarko’s health plans. Further, to the extent Participant participates in any health or other benefit plan maintained by Anadarko, this Release has no effect upon Participant’s participation in such plans.

Photographic Release. Participant does hereby grant and convey unto the Released Parties all right, title, and interest in any and all photographic images and video or audio recordings made during the Project the Participant’s (family member or other guest of the employee) participation at the Project, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

Other. Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the applicable laws. This RELEASE SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. Participant agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

For Children under Age 18

I, the undersigned, have read this entire document. I authorize my child to participate in the Project as a Participant and execute this Release and Waiver of Liability on behalf of my child. I agree that I will be fully responsible for monitoring my child’s activities and conduct and that I accept full responsibility for my child while participating in the Project.

Child’s Name: _____________________________
Parent’s Signature: _____________________________
Printed Name: _____________________________
Date: _____________________________