WAIVER OF LIABILITY AND INDEMNIFICATION, AND COVID-19

I agree that I am personally responsible for my safety and actions while attending TEXAS CHALLENGE. I agree to comply with all TXC rules and policies during the competition. With full awareness and appreciation of the risks involved. I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns and personal representatives hereby forever release, waive, discharge and covenant not to sue Smooth Operator Inc, DBA Texas Challenge, John and Olga Elsbury and/or its board members, employees, agents and affiliates for any and all claims, demands, actions, and causes of actions whatsoever, directly or indirectly arising out of or related to any loss, damage or injury, including death, that may be sustained by me related to COVID-19 or otherwise, while participating in any activity while in, on or around Texas Challenge and/or while using any Texas Challenge facilities, tools, equipment or materials.

By signing below I acknowledge and represent that I have read the foregoing waiver of liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the release of liability and indemnification requirements contained in this document, I am sufficiently informed about the risks involved in attending the Texas Challenge to decide whether to sign this document, no oral representations, statements or inducements apart from the foregoing written agreement, have been made. I am at least eighteen (18) years of age and fully competent and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that the waiver of liability shall be governed by Texas law and that if any of the provisions hereof are fond to be unenforceable the remainder shall be enforced as fully as possible. Any unenforceable provisions shall be deemed modified to the limited extent required to permit enforcement of the waiver of liability as a whole. This waiver remains in effect until the State of Texas lifts all COVID-19 related mandates

This form must be completed and returned with your entry forms.

Print Name	**NDCA #**	**Signature**

Studio_____ Manager_____

PLEASE EMAIL ALL FORMS TO EMAIL PROVIDED BELOW.

texaschallenge@outlook.com

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