

**ASSUMPTION OF RISK,**

**RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**PLEASE READ THE ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT CAREFULLY. BY SIGNING THIS RELEASE, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS**

**TERMS AND CONDITIONS:** You will be charged for any lost or damaged rental equipment \$40 per tube, \$20 per PFD. All tubes, coolers, PFDs, and other accessories must be returned by 6:15pm.

**ACTIVITIES, HAZARDS AND RISKS**

**THE SAN MARCOS RIVER IS A NATURAL BODY OF WATER WITH UNTREATED WATER WHICH MAY MAKE IT DIFFICULT TO JUDGE DEPTH OR SEE SUBMERGED OBJECTS. AS WITH ANY NATURAL WATER BODY, YOU SHOULD USE CAUTION WHILE ENTERING AND ENJOYING THE WATER. DIVING AND JUMPING ARE DISCOURAGED DUE TO THE VARYING DEPTH OF THE WATER AND LACK OF WATER CLARITY. RENTING WATERCRAFT, TUBING, AND SWIMMING ARE INHERENTLY DANGEROUS ACTIVITIES AND CAN RESULT IN LOSS OR DAMAGE TO PROPERTY, SERIOUS BODILY INJURY, PERMANENT DISABILITY OR DEATH.** Guests and guardians of minors assume all such risks. Each guest should be aware of his/ her surroundings at all times. Each guest is responsible for their own safety, and the safety of any minor in their group. Son's Blue River Camp is not responsible for the water level or any obstructions that may be present on the tubing or kayaking route. There are no lifeguard/s on duty on the tubing or kayaking route. A responsible adult should monitor weak swimmers and children at all times. It is highly recommended that each guest wear a fastened, personal flotation device (life-vest) at all times. Guests should also wear footwear which will provide protection from sharp objects to minimize the risk of foot entrapment. Guests should avoid trees and vegetation to minimize the risk of getting struck by falling tree limbs, entangled in vegetation, or bit by snakes or wildlife. Guests should monitor the water and weather conditions at all times to avoid the risk of being struck by lightning or caught in a flood.

The shuttling services, tubing/ kayaking rentals, and tubing/ kayaking activities offered by Company at Son's Blue River Camp are recreational activities that are inherently dangerous activities that may result in loss or damage to property, serious bodily injury, permanent disability or death.

In addition to any other risk set forth in this Agreement, the risks associated with tubing/ kayaking and other recreational activities include, but are not limited to, the following: sudden changes in weather conditions; flooding; lightning; insects, snakes, and wildlife; fire; entering, exiting, overturned, and operating tubes and watercrafts; dangerous water conditions; murky water and inability to assess depth of water; entrapment or entanglement by or in natural or artificial conditions such as root-wads, log-jams, bridges, abutments, and waterfalls; water which is deep in some places, shallow in other places, cold, fast, subject to rapid change and flooding; objects and hazards in the water; hazards from the presence and operation of shuttles and other vehicles on Son's Blue River Camp and surrounding road ways; less than sanitary conditions; hazards resulting from the consumption of alcohol near water or while engaging in tubing or other recreational activities; uneven terrain in and next to the water; murky water and inability to see the bottom; trees in and around the water; falling tree limbs; hypothermia; injury from slips and falls; excessive exertion from strenuous activity; loss, theft, or damage to personal property; serious bodily injury; permanent disability or death. There is the risk of injury by other people engaging in tubing/ kayaking and other recreational activities or other reckless or criminal activities over which company has no or very little control, and there are inherent risks simply by participating in tubing/ kayaking and other recreational activities near the water.

Company has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of any guest for tubing/ kayaking and other recreational activities. Each guest must assess their own suitability for tubing/ kayaking and other recreational activities and recognize their own and the minor/s in their groups limitations.

Consumption of even small quantities of alcohol will impair judgement, reduce a guest's ability to effectively manage or react to the risks associated with tubing/ kayaking and other recreational activities and make it more dangerous to be in and near the water. Company advises all guests over the age of 21 to exercise extreme caution

when consuming alcoholic beverages on Son's Blue River Camp property and engaging in tubing/ kayaking and other recreational activities after consuming alcohol and Company accepts no responsibility for the consumption of alcohol by adult guests. The consumption of alcohol by minors on Son's Blue River Camp is expressly prohibited.

**ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY. IN CONSIDERATION OF BEING PERMITTED TO RENT SPACE AND EQUIPMENT AND ENGAGE IN TUBING/ KAYAKING AND OTHER RECREATIONAL ACTIVITIES AT SON'S BLUE RIVER CAMP, I, FOR MYSELF, MY HEIRS, ASSIGNS AND ANYONE CLAIMING THROUGH ME, AND THOSE OF ANY MINORS FOR WHOM I AM SIGNING, HEREBY EXECUTE THIS RELEASE IN FAVOR OF COMPANY, ON BEHALF OF MYSELF AND ON BEHALF OF THE CHILDREN OR DEPENDENTS, IDENTIFIES HEREIN. I AND ALL OF THOSE FOR WHOM I AM SIGNING UNDERSTAND AND AGREE TO THE FOLLOWING: I UNDERSTAND AND VOLUNTARILY ASSUME ALL DANGERS AND RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH ENGAGING IN TUBING/ KAYAKING AND RECREATIONAL ACTIVITIES OR ANY ACTIVITY AT SON'S BLUE RIVER CAMP, INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DESTRUCTION OF PROPERTY, SERIOUS BODILY INJURY, PERMANENT DISABILITY OR DEATH, REGARDLESS OF WHETHER THE RISK IS EXPRESSLY SET FORTH IN THIS AGREEMENT. I VOLUNTARILY WAIVE AND RELEASE TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY, AND ITS REPRESENTATIVES, OWNERS, INVESTORS, MEMBERS, MANAGERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LANDOWNERS, LANDLORS, SUBSIDIARIES, CONTRACTORS, AFFILIATED COMPANIES OR ENTITIES, SUCCESSORS, HEIRS AND ASSIGNS (ALL COLLECTIVELY REFERENCED IN THIS AGREEMENT AS THE "RELEASED PARTIES"), FOR ANY AND ALL DAMAGE, LOSS OR THEFT OF ANY PROPERTY, AS WELL AS ANY BODILY INJURY, PERMANENT DISABILITY OR DEATH RESULTING FROM PARTICIPATION IN TUBING/ KAYAKING AND OTHER RECREATIONAL ACTIVITIES OR RESULTING FROM ANY OTHER INCIDENT OCCURRING BEFORE, AFTER OR WHILE I AM AT SON'S BLUE RIVER CAMP.**

**I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND THE RELEASED PARTIES (THAT IS, DEFEND THEM AND SATISFY BY PAYMENT OR REIMBURSEMENT) FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, ATTORNEY'S FEES AND COSTS (ALL COLLECTIVELY REFERENCED AS THE "CLAIMS") INCURRED BY OR ENTERED AGAINST COMPANY OR THE RELEASED PARTIES AS A RESULT OF PARTICIPATION IN TUBING/ KAYAKING OR THE RECREATIONAL ACTIVITIES OR RESULTING FROM ANY OTHER INCIDENT OCCURRING BEFORE, AFTER OR WHILE I AM AT SON'S BLUE RIVER CAMP.**

**I AGREE THAT THE FOREGOING INDEMNITIES, WAIVERS, AND RELEASES WILL APPLY EVEN IN THE INCIDENT GIVING RISE TO THE CLAIM IS CAUSED IN WHOLE OR IN PART BY THE CONDITION OF THE PREMISES AT SON'S BLUE RIVER CAMP OR BY THE SOLE OR CONCURRENT NEGLIGENCE OF COMPANY (BUT NOT THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY).**

**I AGREE TO PROVIDE OTHERWISE ENSURE ADEQUATE SUPERVISION OF MINORS AND WEAK SWIMMERS, WHETHER MYSELF OR BY ASSIGNMENT TO ANOTHER ADULT, AT ALL TIMES WHILE AT SON'S BLUE RIVER CAMP AND TO EXPLAIN ALL RISKS TO EVERYONE IN MY PARTY.**

**THE UNDERSIGNED FURTHER GRANTS PERMISSION TO COMPANY TO TAKE PICTURES AND USE IMAGES OR VIDEO IN ITS MARKETING AND PROMOTIONAL ACTIVITIES AND WAIVES AND RELEASES ANY CLAIM AGAINST COMPANY RELATING TO SUCH IMAGES AND VIDEO.**

This release is severable. In the event any provision of this Release is determined to be invalid or unenforceable, the remaining provisions will continue to be valid and enforceable. This Release shall be binding upon and inure to the benefit of the respective parties, their heirs, executors, administrators, successors and assigns. The State District Court of Guadalupe County, Texas will have jurisdiction and exclusive venue over all disputes between Company and the undersigned Guest. This Release will be construed according to the laws of the State of Texas, regardless of choice-of-law principles.

**If guest is under 18 years of age, parent or guardian must sign for the guest.**

**Number of Tubes: \_\_\_\_\_ Number of PFDs: \_\_\_\_\_ Time: \_\_\_\_\_**

**Guest Name (printed): \_\_\_\_\_ Date: \_\_\_\_\_**

**Guest Signature / Parent or Guardian Signature: \_\_\_\_\_**