

**ASSUMPTION OF RISK,
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

PLEASE READ THIS ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (“RELEASE”) CAREFULLY. BY SIGNING THIS RELEASE, YOU ARE GIVING UP IMPORTANT LEGAL RIGHTS.

Best Texas Travel, LLC (“Company”) DBA Son’s Island, operates Son’s Island, which is an island surrounded by a public body of water.

A. ACTIVITIES, HAZARDS AND RISKS

1. Son’s Island is a natural attraction subject to risks that are not present at manmade pools and attractions. Son’s island is also surrounded by a public body of water, Lake Placid, which presents additional risks. LAKE PLACID 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 & USE COMMON SENSE WHILE ENTERING & ENJOYING THE WATER. DIVING AND JUMPING ARE DISCOURAGED DUE TO THE VARYING DEPTH OF THE WATER AND LACK OF WATER CLARITY. RENTING A CABANA, USING WATERCRAFT, OR BEING A GUEST AT SON’S ISLAND IS AN INHERENTLY DANGEROUS ACTIVITY AND CAN RESULT IN LOSS OR DAMAGE TO PROPERTY, SERIOUS BODILY INJURY, PERMANENT DISABILITY OR DEATH. Contact and guests 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 those of any minors in their group while on Son’s Island, in the water around Son’s Island and while engaging in Recreational Activities in and out of the water. There are no lifeguards on duty at Son’s Island and there are no slip-resistant surfaces or fences, guardrails or similar restraints. 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 (lifevest) at all times. Guests should also wear footwear which will provide protection from sharp objects and minimize the risk of foot entrapment. Guests should swim close to Son’s Island to minimize the risk of drowning or being struck by watercraft operated by other guests or members of the public. 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 water and weather conditions at all times to avoid the risk of being struck by lightning or caught in a flood.

2. The services and activities offered by Company at Son’s Island include the use of cabanas, campground and glamping facilities, parking spaces, fire pits, grills, rental equipment such as paddleboards, kayaks, ifloats, tubes, rafts and other similar watercraft as well as swimming, fishing, and volleyball (all such activities are collectively referenced as the “Recreational Activities”). THE RECREATIONAL ACTIVITIES ARE INHERENTLY DANGEROUS ACTIVITIES THAT MAY RESULT IN LOSS OR DAMAGE TO PROPERTY, SERIOUS BODILY INJURY, PERMANENT DISABILITY OR DEATH.

3. In addition to any other risk set forth in this Agreement, the risks associated with visiting Son’s Island and engaging in the 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 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 resulting from the presence and operation of vehicles on Son’s Island; less than sanitary conditions; hazards resulting from the consumption of alcohol near water or while engaging in the 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; and serious bodily injury, permanent disability or death. There is the risk of injury by other people engaging in 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 activities near the water.

4. Company has made no effort to determine, and accepts no responsibility for, medical, physical or other qualifications or the suitability of any guest for the Recreational Activities. Each guest must assess their own suitability for the Recreational Activities and recognize their own limitations.

5. Consumption of even small quantities of alcohol will impair judgment, reduce a guest's ability to effectively manage or react to the risks associated with the Recreational Activities and make it more dangerous to be in and near water. Company advises all guests over the age of 21 to exercise extreme caution when consuming alcoholic beverages on Son's Island and engaging in 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 Island is expressly prohibited.

B. ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY. IN CONSIDERATION OF BEING PERMITTED TO RENT SPACE AND EQUIPMENT AND ENGAGE IN RECREATIONAL ACTIVITIES AT SON'S ISLAND, 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, IDENTIFIED HEREIN. I AND ALL OF THOSE FOR WHOM I AM SIGNING UNDERSTAND AND AGREE TO THE FOLLOWING:

1. I UNDERSTAND AND VOLUNTARILY ASSUME ALL DANGERS AND RISKS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH ENGAGING IN THE RECREATIONAL ACTIVITIES OR ANY ACTIVITY AT SON'S ISLAND, 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, LANDLORDS, 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 THE RECREATIONAL ACTIVITIES OR RESULTING FROM ANY OTHER INCIDENT OCCURING BEFORE, AFTER OR WHILE I AM AT SON'S ISLAND

2. 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 THE RECREATIONAL ACTIVITIES OR RESULTING FROM ANY OTHER INCIDENT OCCURING BEFORE, AFTER OR WHILE I AM AT SON'S ISLAND.

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

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

5. 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 both the minor and a parent or guardian must sign for the guest.

Print Name

Date of Birth

Guest Signature

Parent/Guardian of Minor Guest