

River Sports Tubes – Release of Liability (Int. _____)

(Please Print)

Lessee's Name: _____ Date: _____

Address: _____

City: _____ ST: _____ Zip: _____ Phone: _____

Email Address: _____

_____ Tubes @ \$ _____	Rental \$ _____	Deposit _____
_____ Cooler Tubes @ \$ _____	\$ _____	
_____ Lifejackets – (how many) _____	\$ _____	
_____ Coolers @ \$ _____	\$ _____	
_____ Other @ \$ _____		
Number of People _____	Total Rental \$ _____	

Destination: _____

Time Out: _____

Time In: _____

NO GLASS OR STYROFOAM IS ALLOWED ON THE GUADALUPE RIVER. You are RESPONSIBLE for knowing your Destination/Exit.

Lessee's Signature: _____ (I certify I am at least 18 years old or older.)

Drugs, Alcohol and Water DO NOT mix! Profanity, intoxication and littering can result in arrest and prosecution. Respect private property. DO NOT leave Rental Equipment or Personal Items unattended or abandoned on the river. DO NOT take valuables on the river. We recommend that everyone wears a life jacket, river shoes and knows how to swim. Anyone who needs a life jacket must ask for one. Use the Mesh Litter bag provided for trash, or receptacles with the word "TRASH" on them or return trash to your cooler. PLEASE help keep the Guadalupe River clean for everyone.

I/WE, ON BEHALF OF MY/OUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNITY, AND HOLD HARMLESS, RIVER SPORTS TUBES, W.O.R.D. (WATER ORIENTED RECREATION DISTRICT) AND COMAL COUNTY RESPONSIBLE FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND LIABILITY ARISING OUT OF OR RELATED TO ANY INJURY, ILLNESS, PERMANENT PARALYSIS, DISABILITY OR DEATH, I/WE MAY SUFFER, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF RIVER SPORTS TUBES OR OTHERWISE; TO THE FULLEST EXTENT PERMITTED BY LAW. I/WE WILLINGLY AGREE TO COMPLY WITH THE TERMS AND CONDITIONS FOR PARTICIPATION AND/OR MY/OUR PRESENCE ON RIVER SPORTS TUBES' PREMISES. I/WE UNDERSTAND THERE ARE NO LIFEGUARDS PRESENT ON THE GUADALUPE RIVER.

I/We understand that there is a significant element of risk and inherent dangers in any adventure sport or activity associated with the outdoors and water activities. I/We KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, DANGER, AND RIGOR involved in any outdoors and/or water related activity. By signing, I certify that I am at least 18 years old or older, that my family, associates and/or minor children are fully capable of participating in these activities. I/We assume full responsibility for, but not limited to: bodily injuries, illness, death, loss of personal property and expenses thereto, as a result of our presence at River Sports Tubes, participating or not, in activities offered, and/or as passengers in River Sports Tubes' shuttle vehicles, and for any negligence on my/our part. I/We agree to return all rental items and property belonging to River Sports Tubes by the end of the business day, unless otherwise stated or agreed to. Failure to return equipment/property as stated, will result in loss of Deposit(s) and/or incur charges to Lessee(s) for replacement costs of said equipment/property. I/We agree this "Release of Liability" agreement covers everyone in my/our family, minor children, group, or any associates who will participate with me/us (or who is present on River Sports Tubes' Property) in all or any River Sports Tubes' activities, on or off River Sports' premise, even if they fail to include their signature on the Release of Liability Agreement. [Specific to Parents/Guardians] I/We certify, as Parent/Guardian, assume legal responsibility for participation and presence of my/our minor child/children, do consent and agree to his/her/their release as provided herein, and agree to indemnify and hold harmless River Sport Tubes from any and all liability incidents to my minor child's presence, involvement, or participation in activities related or unrelated, even if arising from the negligence of River Sports Tubes, to the fullest extent provided by law.

I/We understand that River Sports Tubes reserves the right to refuse service to anyone and the right to terminate trips due to violations of the rules, inappropriate behavior, intoxication, profanity, river conditions, weather, or damaged equipment at our own discretion, stated or unstated. By my/our participation and/or presence at/with River Sports Tubes, on or off River Sports Tubes' premise, I/We consent to the use of any photographs, pictures, film or videotape taken of me/us or provided by me/us for publicity, promotion, television, websites or any other use, and expressly waive any right of privacy, compensation, copyright or other ownership rights connected to same. I/We understand ALL SALES ARE FINAL, NO REFUNDS, including loss of deposit(s) for any breach of terms or agreement(s).

I/WE HAVE READ, UNDERSTAND AND ACCEPT THE TERMS AND CONDITIONS STATED HEREIN, AND SIGN THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT. I/WE UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE OF LIABILITY AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MYSELF/US DURING THE ENTIRE PERIOD OF PARTICIPATION AND/OR NON-PARTICIPATION OF ALL ACTIVITIES INVOLVING RIVER SPORTS TUBES AND/OR MY/OUR PRESENCE. I/WE UNDERSTAND THIS RELEASE OF LIABILITY REMAINS IN EFFECT EVEN IF I/WE LEAVE OR CHECK OUT WITH OR WITHOUT PROPER NOTICE.

Signature of Participants

(Please use the backside of this form for additional signatures.)

OVER →

(Backside of Form)

River Sports Tubes – Release of Liability - Signature of Participants

***IMPORTANT** - To qualify for our Group Rates you must make "ONE PAYMENT" for your Group! You will not be considered a "Group" if paying individually. PLEASE ask our Cashier the total amount due for your Group, and then have one person collect the money from each Group Member to make one complete payment for your Group at rental time! Thank You!

1 _____	11 _____	21 _____
2 _____	12 _____	22 _____
3 _____	13 _____	23 _____
4 _____	14 _____	24 _____
5 _____	15 _____	25 _____
6 _____	16 _____	26 _____
7 _____	17 _____	27 _____
8 _____	18 _____	28 _____
9 _____	19 _____	29 _____
10 _____	20 _____	30 _____

Parent/Guardian Signature(s) for Minor Children

I/We understand there are no Lifeguards present on the Guadalupe River for activities provided by River Sports Tubes and know the risks and dangers involved as described herein. The following minors are in my/our charge:

<u>PRINT MINOR'S NAME:</u>	<u>AGE:</u>	<u>Parent/Guardian Signature:</u>
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____
4 _____	_____	_____
5 _____	_____	_____
6 _____	_____	_____
7 _____	_____	_____
8 _____	_____	_____
9 _____	_____	_____
10 _____	_____	_____