

TEXAS KAYAK, LLC RELEASE OF LIABILITY

PLEASE FILL IN ALL INFORMATION. PLEASE PRINT NEATLY.

KAYAKING, RAFTING, CAMPING AND/OR CANOEING AND THE USE OF ANY EQUIPMENT RELATED TO SUCH ACTIVITY HAS INHERENT RISKS.

THIS FORM MUST BE READ AND FULLY COMPLETED AND SIGNED PRIOR TO ANY PARTICIPATION IN KAYAKING, RAFTING, CAMPING OR CANOEING ACTIVITIES.

PLEASE READ THIS WAIVER AND RELEASE CAREFULLY BEFORE SIGNING.

NAME(S): _____ DATE: _____

AGE: _____ DOB: _____
ADDRESS: _____ PHONE #: _____ TDL: _____
(Street) _____ LIC.#: _____ CAR/MAKE: _____

(City, State, Zip)

By execution of this Waiver and Release, the undersigned acknowledges that he/she understands and agrees that:

- Texas Kayak, LLC ("**Texas Kayak**") is providing interested parties with the opportunity to participate in kayaking, rafting, camping and/or canoeing activities.
- Kayaking, rafting, camping and/or canoeing activities have: (a) inherent risks, dangers and hazards and such exists in my use of Texas Kayak equipment and my participation in Texas Kayak activities; (b) my participation in such activities and/or use of such equipment on or near the water surface may result in injury, including but not limited to: falling, slipping, insect bites, snake bites, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by my negligence, the negligence of others, accidents, breaches of contract, the forces of nature or other causes.
- Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, selection of trail or river route, water level, weather conditions, risks of falling out of a raft, kayak or canoe, and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, outdoor or recreational environment; and I hereby accept and assume those risks and dangers.
- Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, kayak or canoe and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment. I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the guide, or by any other person.
- The activities of kayaking, rafting, camping and/or canoeing and the use of any kayaking, rafting, camping and/or canoeing equipment or gear has inherent risks and should not be attempted without prior competent instruction.
- Although personnel at Texas Kayak may rent, sell or provide the undersigned with, and/or assist the undersigned with the assembly and/or use of certain kayaking, rafting, camping and/or canoeing equipment or gear, Texas Kayak does not provide or accept any responsibility to provide the undersigned any instruction in kayaking, rafting, camping and/or canoeing, and/or the use of any kayaking, rafting, camping and/or canoeing equipment or gear.
- Equipment/gear rented:
_____ (brand of kayak) Kayak; paddles; flotation device; seat _____ Initials
- I understand that I will be responsible to pay late charges if the rented equipment/gear is returned *after* 6:30 p.m. _____ Initials
- I am responsible for any repairs or replacement of the rented equipment/gear in the event of damage, loss, theft, etc., irrespective of the cause of such damage or loss. _____ Initials
- He/she has carefully read and fully understands this Waiver and Release. _____ Initials

TEXAS KAYAK HAS NOT AND DOES NOT MAKE ANY REPRESENTATIONS AND WARRANTIES AS TO, AND ASSUMES NO RESPONSIBILITY FOR THE COMPETENCE OF THE PERSON AND/OR ENTITY CONDUCTING, SPONSORING, PARTICIPATING IN, GUIDING AND/OR DIRECTING KAYAKING, RAFTING, CAMPING AND/OR CANOEING ACTIVITIES.

THE UNDERSIGNED, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND/OR ASSIGNS, HEREBY FULLY UNDERSTANDS AND ASSUMES ALL RISKS AND HAZARDS ASSOCIATED WITH, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE RESERVATIONS FOR, AND/OR PARTICIPATION IN KAYAKING, RAFTING, CAMPING AND/OR CANOEING ACTIVITIES BY THE UNDERSIGNED AND THE USE BY THE UNDERSIGNED OF ANY KAYAKING, RAFTING, CAMPING AND/OR CANOEING EQUIPMENT OR GEAR PROVIDED OR ASSEMBLED BY TEXAS KAYAK, ITS OWNERS, AGENTS, OFFICERS, DIRECTORS AND/OR EMPLOYEES.

THE UNDERSIGNED, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES, HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND/OR ASSIGNS, HEREBY FULLY RELEASES, WAIVES AND DISCHARGES, TEXAS KAYAK, ITS OWNERS, AGENTS, OFFICERS, DIRECTORS AND/OR EMPLOYEES, AND FULLY WAIVE ANY AND ALL RIGHTS OF ACTION OR LOSS FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, CLAIMS, OR SUIT WHICH HE/SHE MAY HAVE, NOW OR IN THE FUTURE, AGAINST TEXAS KAYAK, ITS OWNERS, AGENTS, OFFICERS, DIRECTORS AND/OR EMPLOYEES, ASSOCIATED WITH, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PARTICIPATION IN ANY KAYAKING, RAFTING, CAMPING AND/OR CANOEING ACTIVITIES BY THE UNDERSIGNED AND THE USE BY THE UNDERSIGNED OF ANY KAYAKING, RAFTING, CAMPING AND/OR CANOEING EQUIPMENT OR GEAR PROVIDED OR ASSEMBLED BY TEXAS KAYAK, ITS OWNERS, AGENTS, OFFICERS, DIRECTORS AND/OR EMPLOYEES, OTHER THAN TO THE EXTENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IF ANY.

THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT THIS WAIVER AND RELEASE AGREEMENT SHALL BE BINDING UPON HIS/HER PERSONAL REPRESENTATIVES, HEIRS, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES AND/OR ASSIGNS.

THE VENUE OF ANY DISPUTE THAT MAY ARISE OUT OF THIS AGREEMENT OR OTHERWISE BETWEEN THE PARTIES TO WHICH TEXAS KAYAK OR ITS AGENTS IS A PARTY SHALL BE IN BEXAR COUNTY, TEXAS.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND BY SIGNING IT I AGREE THAT IT IS MY INTENTION TO EXEMPT AND RELIEVE TEXAS KAYAK FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE, OTHER THAN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IF ANY. I AM AWARE THAT THIS IS A WAIVER AND RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Date: _____ By: _____

Print Name: _____

IF PROPOSED USER OF KAYAKING, RAFTING, CAMPING AND/OR CANOEING EQUIPMENT IS A MINOR, THIS FORM MUST BE SIGNED BY A PARENT/LEGAL GUARDIAN ONLY.

AGREEMENT AND CONSENT OF PARENT/LEGAL GUARDIAN

I hereby give my permission and consent for my child, _____, a minor, to participate in kayaking, rafting, camping and/or canoeing activities, and to use any kayaking, rafting, camping and/or canoeing equipment related to such activities, with Texas Kayak, LLC ("Texas Kayak") on _____, 200__, and to participate in such kayaking activities with _____ (relative, friend, etc.), and I hereby agree as follows:

- I fully understand and acknowledge the risks and dangers set forth above exist in my child's use of kayaking, rafting, camping and/or canoeing equipment and my child's participation in kayaking, rafting, camping and/or canoeing activities.
- I have been advised that my child must wear an approved personal flotation device at all times while on the water. I affirm that my child will not be under the influence of alcohol or a controlled substance, and will not carry, use, or consume these substances before or during his/her scheduled activities. Any claims or dispute arising from my child's participation in Texas Kayak activities or use of Texas Kayak equipment shall be venued in Bexar County, Texas.
- My child is in good health and able to participate in Texas Kayak activities. I understand that strenuous physical exertion may be required and my child has no known physical disabilities or health problems, which will present any risk to his/her participation in the activities. I release and agree to indemnify and hold harmless Texas Kayak, its owners, agents, officers, directors or employees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **even if arising from the ordinary (but not gross) negligence of Texas Kayak, to the fullest extent permitted by law.** I permit the use of any photos, slides, films, videos or sketches of my child taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my personal representatives, heirs, distributees, guardians, successors, assigns, administrators and/or executors.

I HAVE READ THE ABOVE AGREEMENT AND CONSENT OF PARENT/LEGAL GUARDIAN AND BY SIGNING IT, I AGREE THAT IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN TEXAS KAYAK KAYAKING, RAFTING, CAMPING AND/OR CANOEING ACTIVITIES, AND TO ASSUME AND ACCEPT ALL RISKS ASSOCIATED THEREWITH. I AGREE INDIVIDUALLY AND ON BEHALF OF MY CHILD TO THE TERMS OF THE FOREGOING AGREEMENT OF WAIVER AND RELEASE.

Parent and/or Legal Guardian

Child's Signature

Printed Name: _____

Child's Printed Name: _____

Date: _____

Trip Date: _____