

**444 Tubing Company
Participant Release, Indemnity, and Waiver
Agreement**

In consideration of the services of 444 Tubing Company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "444"), I hereby agree to release, indemnify, and discharge 444, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows on ___/___/___:

1. I acknowledge that the services, activities, products, and facilities provided by 444, including, but not limited, to shuttle transportation and tubing on the Comal River, entails known, unknown, and unanticipated risks that could result in physical and/or emotional injury, paralysis, death or injury to myself, third parties, and damage or loss to personal property. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, but are not limited to: river current that will be encountered, which can create dangers and hazards for tubers and anyone in, on or near the water; your tube could deflate, turn over and/or you could have to swim risking collision with rocks and entanglement in trees; a wide variety of injuries can occur, ranging from minor to very serious or even fatal, including but not limited to head injuries; you can slip or fall during a walk, or attempting to enter or exit the river, resulting in loss or damage to personal property and/or significant personal injury; exposure to the natural elements can be uncomfortable and/or harmful; you should be aware that this exposure could cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps; also prolonged exposure to cold water can result in hypothermia; exposure to potentially dangerous wildlife, insects, water-borne organisms that are harmful, and/or plants; accidental drowning is also a possibility; there will be other tubers, swimmers, water craft and people on or near the river and they may create risks of loss or damage to personal property or personal injury. The foregoing list of potential risks and hazards is not exhaustive and there are other risks and hazards, both known and unknown.
2. Furthermore, I acknowledge and understand that 444 employees have difficult jobs to perform and cannot control, among other things, the weather, the river, and people's conduct. They seek to provide a reasonably safe experience for 444 customers, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks.
4. I represent to 444 that I am in good health and am capable of undertaking this potentially strenuous activity. I understand that 444 is not going to medically screen me and prevent or limit my participation, but accept the responsibility to make the decision to participate or not of my own free accord. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
5. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless 444 from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of 444's equipment or facilities, including any claims for the negligent acts or omissions of 444 and/or the grossly negligent acts or omissions of 444.
6. Should 444 or anyone acting on their behalf, incur attorney's fees and expenses to enforce this Agreement, I agree to indemnify and hold 444 and/or anyone acting on their behalf harmless for all such fees and costs.
7. I certify that I have adequate insurance to cover any injury, loss or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.
8. If I or others on my behalf file a lawsuit against 444, I agree to do so solely in a court of competent jurisdiction in Comal County, Texas, and I further agree that the substantive law of Texas shall apply in that action without regard to the conflict of law rules of Texas. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force.

By my signature on this document, I acknowledge that if I suffer death, personal injury, loss or destruction of personal property during my participation in any aspect of this activity, I may be found by a court of law to have waived my right to maintain a claim and/or lawsuit against 444 on the basis of the Release, Indemnity, and Waiver Agreement. I have sufficient opportunity to read this document. I have read and understood it, and I agree to be bound by its terms.

Name: _____ **Number of Minors:** ___

Phone Number (___) ___ - ___ **Date:** ___ / ___ / ___

Keys ___ **ID** ___ **Email** _____

Signature: _____