

**Parent's or Guardian's Additional Release,
Indemnification, and Waiver Agreement**

NO CHILDREN UNDER 4 YEARS OF AGE!

(Must be completed for participants under the age of 18. We serve ages 4 years old and older) In consideration of the Minor being permitted by 444 to participate in its activities and to use its products, equipment, and facilities, I further agree to indemnify and hold harmless 444 from any and all claims which are brought by, or on behalf of the Minor, and which is in any way connected with such use or participation by the Minor. The term Minor herein includes all Minors 18 and under for whom I have signed.

By my signature on this document, I (and/or for the child or children with me or Minor) have freely and voluntarily elected to use the services, activities, products and facilities provided by 444 and I (and/or for the child or children with me or the Minor) fully understand the possible hazards of participating myself and with a Minor in connection with the services, activities, products and facilities provided by 444 and the many risks, dangers and hazards, known and unknown as set out in Paragraph 1 above. I (and/or for the child or children with me or the Minor) understand that I (and/or for the child or children with me or the Minor) and/or the Minor may be injured or killed as a result of the hazards inherent in recreational tubing and associated services, activities, products and facilities provided by 444. I (and/or for the child or children with me or the Minor) assume all risks and accept full and complete responsibility for any loss, damages or injuries of any kind or nature which may occur to me (and/or for the child or children with me or the Minor) while participating in tubing and associated services, products and facilities provided by 444.

I (and/or for the child or children with me or the Minor) further understand that by signing this Release, indemnification, and Waiver Agreement, I (and/or for the

child or children with me or the Minor) do hereby, for myself (and/or for the child or children with me or the Minor) my/their heirs, executors, administrators and legal representatives release, indemnify, waive, and forever discharge 444 its directors, officers, stockholders, agents, and employees from any and all claims or causes of action for personal injury, death or property damages resulting from my (and/or for the child or children with me or the Minor) services, activities, products, and facilities provided by 444, in connection with tubing on the river including, but not limited, to shuttle transportation and tubing on the Comal River.

PHOTOGRAPHY RELEASE

By my signature on this document, I (and/or for the child or children with me or the Minor) give 444 Tubing permission to take my (and/or the child or children with me or the Minor) photograph while tubing. By signing this waiver, I also release to 444 the right to use of any photographs, still or video, taken of me (and/or for the child or children with me or the Minor) by 444 for use in advertisement(s) or media publication(s), including, but not limited to brochures and one or more websites. I understand that I will not be compensated for the use of still or video images.

Child's Name: _____ **Date of Birth** __ / __ / ____

Parent or Guardian Signature: _____

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

By signing below the Parent or Court-Appointed Legal Guardian agrees that they are also subject to all the terms of this document, as set forth above and all minors are 4 years old and older.