

PARTICIPANT RELEASE, INDEMNITY AND WAIVER AGREEMENT INCLUDING A RELEASE, INDEMNITY AND WAIVER AGREEMENT  
RELATING TO COVID-19/CORONAVIRUS

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. Additionally, I understand that there may be animals brought by others on the river, the shuttles, and/or 444 grounds, and understand that 444 is not responsible for the actions of and/or injuries cause by animals of any type. 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. Coronavirus/COVID 19: The novel coronavirus/COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and, for some individuals, infection with COVID-19 may result in personal injury, illness, permanent disability, and death. Participating in this activity may increase the risk of you (and/or your children) becoming infected with COVID-19. Federal, state and local governments and agencies have recommended social distancing, the use of masks, and other measures to decrease the risk of becoming infected. The nature of this activity is such that you are likely increasing the risk that you (and/or your children) could contract COVID 19 and suffer harm. Accordingly, by participating in this activity you are voluntarily on your own behalf and the behalf of any children are assuming the serious risks, including the risk of death, due to infection with COVID-19. Further, by participating this activity you understand that 444 cannot prevent you (and/or your children) from becoming infected with COVID-19.
6. If I elect to bring an animal to the 444 grounds and/or on the river, I agree to bear the full responsibility for any act of the that animal that causes harm or injury to anyone and will fully indemnify and hold harmless and release 444 for the acts of that animal.
7. 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, to include any claims related directly or indirectly to coronavirus/COVID-19 protection and infection, whether an act of omission, commission, and/or the negligence of 444..
8. 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.
9. 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.
10. 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.

**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.

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 \_\_\_\_  
Signature: \_\_\_\_\_  
Email: \_\_\_\_\_

**PARENT’S OR GUARDIAN’S ADDITIONAL RELEASE INDEMNIFICATION AND WAIVER AGREEMENT**

(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 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, connection with tubing on the river including, but not limited, to shuttle transportation and tubing on the Comal River.

Minor’s Name: \_\_\_\_\_ Age: \_\_\_\_\_  
Minor’s Name: \_\_\_\_\_ Age: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_