

TENANT WAIVER AND RELEASE OF LIABILITY, INDEMNITY, AND CONSENT

Comal County Water Recreational District No. 1

To the maximum extent allowed by law, the consents, releases, waivers, covenants, indemnities and assumptions of risk contained in this document (this "**Waiver**") are intended to cover and apply to any and all accidents, deaths, injuries or destruction to persons or property, of any kind whatsoever, arising from, related or in connection to, or by reason of my presence on or participation in, any and all activities – including, but not limited to, fishing, swimming, diving, boating, picnicking, volley ball, cooking, nature study, kayaking and other water sports, and any other activity associated with enjoying nature or the outdoors – on the approximately 9.4-acre tract owned by the Comal County Water Recreational District No. 1 ("District") located in Comal County, Texas on and near the Comal River, including the land known as the "Island," (all of which land is referred to herein as the "**Premises**"). In consideration of my being permitted by the District to enter upon the Premises, the undersigned hereby agrees as follows:

1. **COMPLIANCE WITH DISTRICT RULES.** I acknowledge: a) receipt of a current copy of the Rules and Regulations of the District ("Rules"), b) that I have read the Rules, that I agree to fully abide by the Rules, and c) that I may be subject to immediate removal from the Premises or subject to monetary penalty for violation of the Rules.

2. **NO WARRANTY.** I ACKNOWLEDGE AND UNDERSTAND THAT THE DISTRICT HAS MADE NO WARRANTIES OR REPRESENTATIONS REGARDING THE PREMISES, EITHER EXPRESS OR IMPLIED, OR WHICH MIGHT ARISE BY CUSTOM OR TRADE USAGE, INCLUDING WITHOUT LIMIT ANY RELATED TO THE SAFETY, SUITABILITY, UTILITY, OR QUALITY OF THE PREMISES OR ANY FACILITIES, CONDITIONS, OR WILDLIFE LOCATED THEREON, FITNESS FOR SWIMMING, FISHING, DIVING OR ANY OTHER PARTICULAR PURPOSE RELATING TO RECREATIONAL ACTIVITIES. I FURTHER ACKNOWLEDGE THAT I AM PROVIDED ACCESS TO THE PREMISES AND ACCEPT THE SAME AS IS, WHERE IS AND WITH ALL FAULTS.

3. **WARNING OF DANGEROUS CONDITIONS.** The dangerous conditions listed below serve to warn me that dangerous conditions, risks and hazards exist both obvious and latent, natural and man-made, that can cause bodily injury or death and damage or destruction of my personal property. My presence and activities on the Premises expose both me to these dangerous conditions, risks and hazards, including, but not limited to slippery surfaces and walks, diving boards, concrete bulkheads, steps, broken walkways; construction areas and equipment; partially constructed facilities; rusty, sharp or corroded objects and equipment; eroded areas, holes, steep inclines, sharp and jagged rocks that create dangerous walking conditions; soft or uneven terrain; low hanging branches, plant life with thorns, stickers, and other dangerous features; poison ivy, wildlife, stinging, biting or poisonous snakes, insects and other animals; rushing and still and untreated river water with perils lurking above and beneath the surface (and which may pose risk of drowning, infection, sickness or death); absence of life guards; lack of emergency or first aid facilities; and trees and tree limbs, both dead and alive, which may fall unexpectedly without warning.

I hereby further state that I am aware of the dangerous conditions, risks and hazards mentioned in this Waiver and that I (a) understand and appreciate the nature and extent of the risks and dangers of being exposed to those and other associated dangerous conditions, known or unknown, foreseeable or unforeseeable, expected or unexpected; and (b) voluntarily, expressly and knowingly consent to exposing myself (ourselves) and my (our) personal property to those and other dangerous conditions at the Premises, known or unknown, foreseeable or unforeseeable, expected or unexpected.

4. **WAIVER, RELEASE OF CLAIMS AND INDEMNITY.** In consideration for the right to enter the Premises, I hereby knowingly and voluntarily waive and release all claims and agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the District, its officers, directors, managers, agents, employees, servants, attorneys, successors, assigns and contractors of the District all together and each separately, whether in their individual capacity or otherwise (collectively, the "**Released Parties**", each a "**Released Party**"), all together and each separately, from and against any and all loss, cost, expense, allegation, claims, demands, causes of action and damages, including, but not limited to, court costs, judgments, experts' and attorneys' fees and interest, arising from or related to the Premises or any dangerous conditions located thereon (including without limit all conditions disclosed elsewhere in this Waiver), any condition, event, situation, occurrence or accident at the Premises, my acts, omissions, presence on or participation in any activity on the Premises, and any accident, incident or occurrence, act or omission of any third party whether initiated on or off the Premises, **AND EVEN IF ARISING FROM, RELATED TO OR CAUSED BY THE NEGLIGENCE OF THE DISTRICT OR ANY RELEASED PARTY HEREUNDER.**

5. **WAIVER OF RIGHT TO SUE.** I hereby further covenant and agree that my heirs, successors, assigns and I will not make any claim or institute any suit or action at law or in equity against any Released Party under this Waiver by reason of any occurrence or condition(s) for which I have covenanted to indemnify the Released Parties.

6. **WAIVER OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER THE DISTRICT NOR ANY RELEASED PARTY SHALL BE LIABLE FOR ANY DAMAGES, AND I EXPRESSLY WAIVE AND RELEASE THE SAME FROM ALL LIABILITY FOR ANY AND ALL SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES.**

7. **COMPLETE ASSUMPTION OF RISK.** I hereby agree and declare that the "Warning of Dangerous Conditions" stated earlier serves to warn me of actual and/or potentially dangerous natural or man-made condition(s) of which the District may be aware or that I may reasonably expect to encounter on the Premises which may cause bodily harm, sickness or death or cause damage to or destruction of my personal property. I knowingly and expressly ASSUME ALL RISK of exposure to the dangerous conditions, risks and hazards on or around the Premises, whether or not expressed in this Waiver.

8. **SEVERABILITY.** If any term, provision, covenant, waiver, release, assumption of risk or condition of this Waiver is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impair or invalidated.

9. **PARENTAL, GUARDIAN AND SUPERVISORY RESPONSIBILITY FOR MINORS AND INDEMNIFICATION.** I agree that: (a) I am solely responsible for supervising the acts, omissions and safety of all minors I bring to the Premises at all times; (b) I am the authorized legal representative of all minors I bring to the Premises, and agree on behalf of all such minors that all acknowledgements, waivers, consents, releases, warnings, assumption of risk and indemnities hereunder shall apply to all minors to the same extent as if such minors were legally competent to execute and did execute this Waiver; (c) only the following named minors will accompany me on the Premises (list name and relation):

I further agree to indemnify, defend and hold harmless the District and all other Released Parties, for all claims stemming from the injury, sickness and/or death to, or loss or destruction of property caused by or occurring to, any such minor(s), whether caused by my lack of or negligent supervision, **AND EVEN IF CAUSED BY THE NEGLIGENCE OF THE DISTRICT OR ANY RELEASED PARTY.**

I HAVE CAREFULLY READ THIS WAIVER AND RELEASE OF LIABILITY, I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT I COULD, AND SHOULD, REVIEW THIS WAIVER WITH MY OWN PERSONAL ATTORNEY BEFORE SIGNING.

AGREED as of the ____ day of _____, 20__ by:

SIGNATURE: _____

PRINTED NAME: _____

PARENTAL CONSENT:

I hereby represent, warrant and agree that I am the parent or legal guardian of the minor who signed this Waiver or whose name is set forth in Paragraph 9, that I will not instruct, authorize or permit said minor to disaffirm this Waiver, and that said minor and I shall both be bound hereby.

SIGNATURE: _____

PRINTED NAME: _____

ver. 11.2016LD