

KAYAK RENTAL LIABILITY WAIVER

In consideration of the services offered at El Castell – on the Llano River, the parent Castell Land Company, LLC, 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 “CLC”), I hereby agree to release, indemnify, and discharge CLC, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives, and estates as follows:

1. I acknowledge that rowing, kayaking, canoeing or stand-up paddling (SUP), as well as any activity on the property, entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: your boat could turn over and/or you could have to swim risking entanglement in trees; exposure to the natural elements could be uncomfortable and/or harmful; exposure to excessive heat could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; exposure to excessive cold elements could result in hypothermia; exposure to potentially dangerous wildlife, insects, plants; and accidental drowning is also a possibility.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. This participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CLC 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 CLC equipment or facilities, including any Claims which allege negligent acts or omissions of CLC.
4. Should CLC or anyone acting on their behalf be required to incur attorney’s fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against CLC, I agree to do so solely in the state of Texas, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against CLC on the basis of any claim from which I have released them herein.
7. I shall bear all risk and responsibilities of and for any damage, loss or theft of the rental equipment, or any portions thereof, including but not limited to vandalism or theft, and shall pay CLC the full cost of repair or replacement.
8. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

I am renting: KAYAK

PARENT’S OR GUARDIAN’S ADDITIONAL INDEMNIFICATION

In consideration of any Minor being permitted by CLC to participate in its activities and to use its equipment and facilities. The Parent/Guardian further agrees to indemnify and hold harmless CLC from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.