

Participation Agreement, Indemnification Clause & Liability Waiver

The activities at TSR are risky. Although many before you have participated unscathed, severe injury or death is possible. This document affects your legal rights. You must read and understand it before initialing and signing it.



Waiver# _____ Employee: _____

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| Participants Name: _____ | | |
| Date of Birth: _____ | Age: _____ | Sex: <input type="checkbox"/> M <input type="checkbox"/> F |
| If under age 18, Name of Parent or /Guardian: _____ (If Participant is under age 18, Parent must sign in front of TSR employee or form must be notarized.) | | |
| Home Phone: _____ | Mobile Phone: _____ | |
| Emergency Contact: _____ | Emergency Phone: _____ | |
| Address: _____ | | |
| City: _____ | State: _____ | Zip Code: _____ |
| Email Address: _____ | <input type="checkbox"/> Check for Updates & Specials | |
| Insurance carrier: _____ | Policy #: _____ | |

ACTIVITIES PARTICIPANT MAY TAKE PART IN: Skateboarding; In-Line Skating; Aggressive Skating; Roller-Blading; Bike Riding; BMX Bike Riding; MotoCross Riding; Rock Climbing; Waterskiing; Wakeboarding; Wakeskating; Kneeboarding; Swimming; Water or Land Trampoline Use; Blob Use; Walking; Running; Scooter Riding; Boogie Boarding; Surfing; MotorBike riding; Swimming; Running; KiteBoarding; VolleyBall; Soccer; Basketball; Horseshoes; and Spectating.
Activities NOT Allowed by Parent or Guardian: _____

I, the above-named person being eighteen or older in age, or the parent or legal guardian of the above-named Participant who is under age 18, in consideration of the services provided by Texas Ski Ranch, L.P. ("TSR"), TSR SkatePark LLC., TSR Cable, Inc., The WakeZone, 5 Magics MX School LLC., Texas Sport Courts, TSR MotoCross, Coconutz, The Boardshop, the rate charged for those services, and the right to engage in the Participation Activities as a participant and/or volunteer, hereby acknowledge, agree, promise and covenant with TSR, its partners, agents and employees on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

ACKNOWLEDGMENT OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Participation Activities in which I (all references to I, me, myself or my, refer to my minor child if I am signing on behalf of my minor child) am about to voluntarily engage in bear certain anticipated and unanticipated risks which could result in INJURY, DEATH, ILLNESS OR DISEASE, PHYSICAL OR MENTAL DAMAGE to myself, to my property or to other parties or their property. These risks include but are in no way limited to the following:

- 1) The risks which are inherent in the activities of skating, skateboarding, in-line skating, roller-blading, riding bikes, waterskiing, wakeboarding, wakeskating, motocross riding, rock climbing, ropes course, jumping, boogie boarding, surfing and kneeboarding, including, motor bike riding, jumping, ropes course, but not limited to falling, coming in contact with ramps, curbs, steps, half pipes, inclines, declines, bowls, towers, walls, jumps, sliders, kickers, other structures and devices, other equipment or persons;
- 2) The acts or omissions or negligence in any degree of TSR, or any of its partners, agents, or employees (collectively the "Released Parties").
- 3) Latent or apparent defects or conditions in equipment or property supplied by TSR, the Board Shop or other persons or entities;
- 4) The sports offered at TSR and dangerous and injury or death may occur.
- 5) My own physical condition and skill level or my own acts or omissions;
- 6) The condition of any track, ramp, rail, cable way, starting dock, obstacle, wall, boat, etc., and accidents connected with their use;
- 7) TSR provides NO Lifeguards, I and my family will swim at our own risk. First aid, emergency treatment or other services rendered by TSR or others;
- 8) Consumption of any food or drink, whether or not provided by TSR or others, and untreated water from the environment.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and the other risks, known or unknown, identified, or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease or damage to myself or to my property or to other parties and their property.

ACCEPTANCE OF RISK AND RESPONSIBILITY: I VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE to myself or to my property or other parties and their property arising from my participation in the Participation Activities. My participation in the Participation Activities is purely voluntary; no one is forcing me to participate in spite of the risks.

MEDICAL CARE, PARTICIPANT INSURANCE BENEFITS AND REPRESENTATION OF PHYSICAL CONDITIONS: I UNDERSTAND AND ACKNOWLEDGE that no major medical or accident insurance benefits will be provided to me during participation or viewing of, the Participation Activities. I certify that I have sufficient health, accident, and personal liability insurance to cover any bodily injury or property damage that I may incur while participating in the Participation Activities, and to cover bodily injury or property damage caused to another party as a result of my participation in the Participation Activities. If I have no such insurance, I certify that I am capable of personally paying for any and all such expenses or liability. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement, which would or could potentially affect participation in the Participation Activities. I give my consent and permission to TSR and medical personnel to obtain or administer on my behalf or on behalf of my minor child, first aid and emergency medical treatment in case of sickness, accident, injury and to secure medical care at my expense and to make decisions concerning medical care if I am unable to do so or if in the case of my minor child, I am unable to be reached. I give consent for drug testing to be performed in the event of any accident or during the course of any medical care or treatment for myself or my minor child.

PHOTO & VIDEO RELEASE: I for just and sufficient consideration, receipt of which is hereby acknowledged, hereby irrevocably grant Texas Ski Ranch, its successors and partners the right to record my likeness and/or voice on tape, film or digital media, to edit such tape, film or digital media at our discretion; to incorporate the same into video, tv, radio, web or print advertisement or video for Texas Ski Ranch; and to use or authorize the use of such tape, film and videotape or any portion thereof in any manner or media at any time through the world in perpetuity and to use my likeness, voice and biographical and other information concerning me in connection there with including promotion in all media. I hereby release you and anyone using said film, digital image, or other material from any and all claims, damages, liabilities costs and expenses which I now have or may hereafter have by reason of any use thereof.

FRAUDULENT ACTIONS: I understand that fraudulent use or lack of a properly issued wristband will result in immediate expiration of the pass and or membership as well as a minimum \$50 fine to be paid immediately.



_____ (initial here) I have read and understand this page.

RELEASE: I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE ANY OF THE RELEASED PARTIES, from or for any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my participation in the Participation Activities, including, but not specifically limited to any and all negligence, fault or strict liability of any of the Released Parties for any and all injury, death, illness or disease, and damage to myself or to my property. I FURTHER, AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY EACH OF THE RELEASED PARTIES from all liability, claims, demands, actions or rights of action, damages, defense costs, including attorney's fees, or from any other costs incurred in connection with claims for bodily injury or property damage which I may negligently or intentionally cause to other parties in the course of my participation in the Participation Activities. I FURTHER AGREE, PROMISE AND COVENANT NOT TO USE, ASSERT OR OTHERWISE MAINTAIN ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES, for any injury, death, illness and disease, or damage to myself or to my property, arising from or connected with my participation in this activity or from any claims asserted against me by other parties. IN SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF ANYONE IS HURT OR DIES, OR PROPERTY IS DAMAGED WHILE I AM ENGAGED IN THE PARTICIPATION ACTIVITIES, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST ANY OF THE RELEASED PARTIES EVEN IF ANY OF THE RELEASED PARTIES NEGLIGENTLY CAUSED THE BODILY INJURY OR PROPERTY DAMAGE. This agreement shall be binding upon the heirs, legal representatives, executors and administrators of the participant and is for the benefit of the Released Parties, TSR and their heirs, successors and assigns.

ACKNOWLEDGMENT OF EFFECT OF THIS RELEASE AGREEMENT: I UNDERSTAND AND ACKNOWLEDGE that by initialing and/or signing this document I have given up certain rights and/or possible claims which I might otherwise assert or maintain against the Released Parties, including specifically, but not limited to, rights arising from or claims for the acts or omissions, fault, negligence in any degree of any of the Released Parties. I understand and acknowledge that by signing this document, I HAVE ASSUMED RESPONSIBILITY AND LEGAL LIABILITY for the claims or other legal demands, including defense costs, which may be asserted by other parties against me as a result of my participation in the Participation Activities.

INDEMNIFICATION: Each of the undersigned individuals wants to use the Texas Ski Ranch cableway, boat lake, beaches, swim lake, BMX track, ropes course, rock-wall motocross track, or skatepark at 6700 IH 35 North, New Braunfels, Texas, and is doing so entirely upon his or her own initiative, risk and responsibility. Furthermore He or she is aware of the risks and hazards inherent upon the use of the TSR facilities.

Therefore, in consideration of the use of the TSR Cableway, Boat Lake, beaches, swim lake, BMX track, ropes course, rockwall, MotoCross Track, Skatepark or rental equipment whether with or without charge, each of the undersigned individuals and/or as a representative of and on behalf of his or her spouse, child, or ward, hereby releases, waives, discharges and covenants not to sue Texas Ski Ranch L.P., TSR MotoCross LLC, TSR Cable LLC, TSR Skatepark LLC, The WakeZone, The Board Shop L.P., 5 Magics MX School LLC., Texas Sport Courts, and/or the agents, officers, servants and employees of all of these partnerships from any liability, claims, demands, actions, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including fatal injury, associated with the use of the Texas Ski Ranch facilities and equipment.

INDEMNITY REGARDING USE OF TSR PREMISES, INCLUDING BUT NOT LIMITED TO THE ROCKWALL, DOME, CABLEWAY, SKATEPARK, MOTOCROSS TRACK AND LAKES. To the extent permitted by law, customer or participant agrees to indemnify, hold harmless, and defend TSR, Hilltop Holdings Inc., The Board Shop and all other businesses on premise from and against any and all losses, claims, liabilities and expenses, including reasonable attorney fees, if any, which TSR or any business on premises may suffer or incur in connection with use or misuse of any part of the property, cableway, skatepark or lakes. This release shall be binding upon the spouse, heirs, next of kin, executors, and administrators of each of the undersigned.

RULES AND REGULATIONS: RULES INCLUDE BUT ARE IN NO WAY LIMITED TO THE FOLLOWING


- Persons may not participate in activities unless they have a signed liability waiver on file with TSR. If a participant is under age 18, their parent or legal guardian must sign this document in the presence of a TSR employee or a notary public (there are no exceptions to this rule).
- Participants must wear appropriate protective and safety gear for the activities in which they are participating Water: Helmets and USCG approved jacket. Use structures at your own risk without fins.SkatePark: participants under the age of 14 must wear a helmet, elbow and knee pads while in the skate park and BMX area. Over 14 must wear a Helmet. (All pads recommended)
- Participants must engage in Participation Activities in a safe manner at all times and avoid collisions with other persons. You are responsible for your own actions. Always stay in control.
- Participants may engage in activities in designated areas only.
- Participants must obey the safety instructions of TSR staff at all times.
- Participants may only participate in the Participation Activities they have designated on the first page of this agreement.
- Fighting or other aggressive or disruptive behavior will result in ejection from the TSR premises.
- No food or drink may be brought onto the TSR premises and participants may not consume food and drink in prohibited areas.
- Smoking is only allowed in designated areas.
- No illegal drugs are allowed on the TSR premises.
- No Glass is allowed on the beach area.
- Alcohol may not be consumed prior to or during participation in any sporting activity.**
- Equipment or gear not required for participation in the Participation Activities and any other items must be stored in locations outside the Participation Activities locations. Safeguard your valuables and possessions at all times. TSR is not responsible for lost or stolen items.
- No profanity or vulgar language is permitted on the TSR premises.
- No weapons are allowed on the TSR premises.
- No pets other than dogs on leashes are allowed on the TSR premises.
- No one under age 6 is allowed into the TSR Skatepark. You must be able to swim to use the Cable lake, it is your responsibility to avoid other riders and ropes after falling or quitting.
- No contests of any sort are allowed on the TSR premises unless organized and run by TSR staff or other authorized persons.
- TSR reserves the right to terminate any membership at & remove anyone from TSR for any reason.
- Participants must obey all posted rules.
- Violations of rules may result in ejection from the TSR premises and cancellation of all tickets, passes and memberships without refund.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive and that other rules may apply.

ENTIRE AGREEMENT: I understand that this is the entire agreement between TSR and me, that it is for the benefit of all Released Parties, and that it cannot be modified or changed in any way by the representations or statements of TSR or any employee or agent of TSR or any of the Released Parties or by me. I am at least 18 years of age, of sound mind, and not under the influence of any drugs or alcohol at this time; I agree to follow any and all instructions of Texas Ski Ranch including but not limited to the no drug / no alcohol policy while using our sporting facilities; I am in good health, suffering from no physical disabilities which might impair my capabilities. My signature below indicates that I have read this entire document, understand it completely, and agree to be bound by its terms. If I am the parent or guardian of the Participant, I agree to be bound by the terms and conditions of this agreement and shall be responsible for the actions of the Participant.

AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP: I, the undersigned, declare that I am the parent of, or the legal guardian of this minor, and have the legal capacity to execute documents on behalf of such minor. I understand that as a condition to participate in activities, rides or events at Texas Ski Ranch, the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Waivers, Releases, Acknowledgment of Risks, and related documents. I am signing those documents, freely, without any fraud or duress, and acknowledge that I have read and understand the same. ****In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify (See Indemnification Above for details) Texas Ski Ranch and all of their agents, employees, sponsors, partners, officers, directors, and/or affiliated companies/entities, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in activities at Texas Ski Ranch.**

DO NOT Sign this if you do not Understand the contents of the agreement

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|  <p style="margin-top: 20px;">_____ Participants Signature: Date</p> <p style="margin-top: 20px;">_____ Signature of Parent or /Guardian: Date (Must be signed in front of TSR employee or form must be notarized.)</p> | <p style="font-size: small; margin-top: 0;">(Only Fill this side in if not in presence of a TSR Employee, Notary Stamp may go anywhere.)</p> <p style="margin-top: 10px;">Sworn to and subscribed before me on _____ the day _____ of , 20____.</p> <p style="margin-top: 20px;">_____ Notary Public: Date</p> <p style="margin-top: 10px;">State & County: _____</p> |
|---|--|