

WATER-RELATED ACTIVITIES ON LAKE AUSTIN
PLEASE READ CAREFULLY BEFORE SIGNING. THIS AGREEMENT IS A RELEASE OF LIABILITY
AND A WAIVER OF YOUR LEGAL RIGHTS.

1. The person who is participating in water and lake activities at LAKE AUSTIN SPA RESORT ("Resort") shall be referred to as "Guest". Guest agrees and understands that water and lake activities such as swimming, wading, boating, kayaking, canoeing, hydro-biking, or stand-up paddle boarding (collectively, "Activity") can be hazardous and can involve the risk of physical injury and/or death.
2. Guest agrees and understands that those risks include, but are not limited to, the following: cool to extremely cold water, hypothermia, hidden underwater obstacles, trees or other above-water obstacles, slippery terrain, changing and unpredictable currents, drowning, swimming, overturning, improper use of equipment, jumping off rocks, entrapment of feet or other body parts under rocks or other objects, other vessels utilizing the same water space, equipment failure, dehydration, sunburn, changing weather conditions, changing water conditions, driving to and from the Resort, and mental distress related to any one of the above.
3. Guest further acknowledges and understands that the risks identified above are not comprehensive, and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided. By signing this document, Guest recognizes that personal injury, serious injury, death, and property loss are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, GUEST UNDERSTANDS THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSES TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
4. In further consideration for allowing Guest to participate in the Activity, **GUEST HEREBY AGREES NOT TO SUE THE RESORT** or any of its respective agents, employees, representatives, assignees, officers, owners, successors, affiliated organizations, or insurance carriers (each a "Released Party") for any personal injury, property damage (including but not limited to equipment damage), or other loss to Guest, including death, arising in whole or in part out of the Activity or Guest's participation in the Activity. **GUEST HEREBY RELEASES ANY RIGHT TO ASSERT A CLAIM OR FILE A LAWSUIT AGAINST A RELEASED PARTY. FURTHER, GUEST SHALL HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY, if any.**
5. **GUEST FURTHER AGREES TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of Guest and/or a third party arising in whole or in part from the Activity.
6. This release and hold harmless agreement shall be **GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH TEXAS LAW** without regard to choice of law principles. Exclusive venue and jurisdiction of any claim related to this Agreement or the Activity shall be the State District Courts situated in Austin, Travis County, Texas.
7. In the case of a minor, the undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in the Activity.
8. This Agreement shall be binding on Guest and Resort, and their respective heirs, executors, legal representatives, successors and assigns, to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. All representations, understandings and agreements between Guest and Resort relating to the Activity have been incorporated into this Agreement.
I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Name of Guest

Signature of Guest

Date

Name of Parent/Guardian

Signature of Parent/Guardian

Date