

PARTICIPANT AGREEMENT, WAIVER AND RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of BWA Adventures, Inc., 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 "BWA"), I hereby agree to release, indemnify, and discharge BWA on behalf of my spouse, my children, my parents, my heirs, successors and assigns, personal representative, and anyone claiming any interest through my estate as follows:

1. I acknowledge that my participation in Kayaking, canoeing and stand up paddle boarding entails known and unknown and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, and/or to third parties. 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 the following: drowning, injuries from striking rocks, trees or other objects, including other kayaks, canoes or stand up paddle boards; injuries resulting from malfunctions in the equipment; the hazards of lake, pond and river water; the forces of nature, including lightning and weather changes; the risks of exposure to insect bites; my own physical condition, illness, and the physical exertion associated with this activity.

Furthermore, BWA employees have difficult jobs to perform. They seek safety, 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.

2. 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 in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless BWA 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 BWA equipment or facilities, including any such claims which allege negligent acts or omissions of BWA.
4. Should BWA 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 am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against BWA, 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 BWA on the basis of any claim from which I have released them herein.

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.

Signature of Participant: _____ Print Name: _____

Address: _____

Phone: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of _____ (print minors name) ("Minor") being permitted by BWA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless BWA 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.

Parent or Guardian: _____ Print Name: _____ Date: _____