



GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT

ZIPLINE COURSE (Please initial each page)

SINCE PARTICIPATION ON A ZIPLINE/ROPE COURSE IS AN INHERENTLY DANGEROUS ACTIVITY, WE REQUIRE ALL PARTICIPANTS IN OUR ZIPLINE TO ASSUME ALL RISK BY SIGNING AND ACKNOWLEDGING THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT.

I _____ (sometimes referred to herein as the "Undersigned") hereby acknowledge that I have voluntarily agreed to participate in the zipline activity and related activities (together, the "Activity") on or about the Lajitas Resort & Spa and surrounding areas (the "Premises").

As Lawful Consideration of being permitted to enter upon the Premises upon which the Activity is conducted and of being permitted to participate in the Activity or otherwise use the equipment associated with the Activity, I, the Undersigned, on behalf of myself, my heirs, distributees, legal representatives, next of kin and assigns agree to the provisions set forth below:

1. The Undersigned hereby **RELEASES, WAIVES, AND DISCHARGES** Lajitas Capital Partners, LLC, the owner of the Lajitas Resort & Spa, WSB Resorts & Clubs, LLC, the sub-manager of the Lajitas Resort & Spa, and LRS Operating Company, LLC., the manager of the Lajitas Resort & Spa, and all of their affiliate organizations, entities, officers, directors, managers, owners, members, shareholders, employees, agents, representatives, heirs and/or assigns for all purposes (all of the foregoing parties are collectively referred to herein as "RELEASEES"), from all liability or damages, whether in contract, in tort or otherwise, on account of damage to the property of or personal injury or death of the Undersigned, arising out of or related to the Undersigned's participation in the Activity, to include but not be limited to bodily and personal injury claims, damages, losses, harms, medical expenses, hospital expenses, and/or any other damages, expenses or claims, due to any cause whatsoever, **EVEN IF ARISING FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES.**

2. The Undersigned **COVENANTS NOT TO SUE OR MAKE A CLAIM AGAINST** Releases for any damages to the property of or personal injury or death of the Undersigned arising out of or related to the Undersigned's participation in the Activity, to

include, but not limited to, bodily and personal injury claims, damages, losses, harms, medical expenses, hospital expenses, and/or any other damages, expenses or claims, due to any cause whatsoever, **EVEN IF ARISING FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES.**

3. The Undersigned shall and does hereby agree to indemnify, **DEFEND (WITH COUNSEL APPROVED BY RELEASEES) AND SAVE AND HOLD HARMLESS** the RELEASEES and each of them from any loss, liability, damage, or cost (including attorneys' fees) that RELEASEES may incur due to the presence of or any act of the Undersigned while the Undersigned participates in the Activity **EVEN IF ARISING IN PART FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF RELEASEES.**

4. The Undersigned expressly agrees that this General Release & Liability Waiver and Indemnity Agreement is intended to be as broad as is permitted by the Laws of the State of Texas. The Undersigned further agrees and consents that any action brought hereunder or related to this General Release & Liability Waiver and Indemnity Agreement shall be brought and maintained in the State District Court of Brewster County, Texas. The Undersigned further agrees that if any provision(s) of this General Release & Liability Waiver and Indemnity Agreement is held to be invalid, nevertheless, the balance hereof shall continue in full force and effect.

5. The Undersigned warrants that the following statements are true and correct and understands that RELEASEES have relied on them in accepting this General Release & Liability Waiver and Indemnity Agreement and in giving the Undersigned permission to participate in the Activity:

5.1 No oral representations, statements or inducements have been made by RELEASEES with respect to the Activity.

5.2 The Undersigned is fully aware of the risks and hazards inherent in participating in the Activity.

5.3 The Undersigned acknowledges that the risk and hazards being assumed by the Undersigned may increase during the time the Undersigned is participating in the Activity.

5.4 **THE UNDERSIGNED IS AWARE THAT THE PARTICIPATION IN A ZIPLINE COURSE AND RELATED ACTIVITIES IS AN INHERENTLY DANGEROUS AND HAZARDOUS ACTIVITY. THE UNDERSIGNED DOES VOLUNTARILY PARTICIPATE IN THESE ACTIVITIES WITH THE KNOWLEDGE AND APPRECIATION OF THE DANGERS OF POTENTIAL BODILY HARM, INCLUDING SERIOUS BODILY INJURY AND/OR DEATH. THE UNDERSIGNED HEREBY AGREES TO ASSUME ANY AND ALL RISKS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. THE INHERENT FORESEEN AND OFTEN UNFORESEEN RISKS, HAZARDS AND**

DANGERS INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO: : terrain selection; negligent supervision; equipment malfunctions and defects; speed; falls; collisions with man-made and natural obstacles and/or obstructions or people; wildlife; falling objects; variations in terrain; surface or sub surface conditions; timber; forest growth; rocks; elevation; poor footing; becoming lost or separated; lack of shelter; changing weather conditions; storms, lightning, hail, snow, wind, and other adverse weather; hypothermia; lack of training; choice of course; changing water conditions; cold water immersion; hidden underwater obstacles; trees or other above water obstacles; slippery terrain; changing and unpredictable currents; rapids; drowning; exposure; swimming; overturning, improper use of equipment; entrapment of feet or other body parts under rocks or other objects; dehydration; sunburn; poisonous plants; traveling to and from the Activity site; driver or guide error; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5.5 The Undersigned gives consent to whatever emergency medical care might be necessary, provided or available on the Premises, but acknowledges and understands that no such care may be available on the Premises at the time and location of the Undersigned's participation in such Activity. The Undersigned further agrees to conform and comply with all the rules and regulations promulgated for the Activity at the Premises.

5.6 THE UNDERSIGNED AGREES THAT ANY UNSAFE ACT, INCLUDING THE USE OF ALCOHOL AND/OR CONTROLLED SUBSTANCES WHILE INVOLVED IN THE ACTIVITY ON ANY ZIPLINE COURSE AND/OR DURING RELATED ACTIVITIES, WILL BE CAUSE FOR IMMEDIATE REMOVAL AND EXPULSION FROM THE ACTIVITY, PREMISES AND/OR RESORT.

5.7 The Undersigned acknowledges that all participants under the age of sixteen (16) years old must be accompanied by and supervised by a parent or adult guardian.

5.8 The Undersigned acknowledges that if the Undersigned or their passenger(s) fail to comply with any of the conditions, rules or requirements of this General Release & Liability Waiver and Indemnity Agreement, the Resort may, at its sole election, terminate the Activity immediately and the Undersigned shall remain fully liable and responsible for the full cost thereof.

5.9 THE UNDERSIGNED HAS CAREFULLY READ AND FULLY UNDERSTANDS THE TERMS OF THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT, INCLUDING, SPECIFICALLY, THE RELEASE, COVENANT NOT TO SUE AND INDEMNIFICATION CONTAINED IN SECTIONS 1, 2 AND 3 HEREIN, AND VOLUNTARILY SIGNS THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT. THE UNDERSIGNED UNDERSTANDS THAT THE UNDERSIGNED HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS GENERAL RELEASE & LIABILITY WAIVER AND INDEMNITY AGREEMENT, AND HAS SIGNED IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT, ASSURANCE OR GUARANTEE. THE UNDERSIGNED INTENDS THE RELEASES, WAIVERS AND INDEMNIFICATIONS CONTAINED HEREIN TO BE CONTINUING AND UNCONDITIONAL.

I am over the age of eighteen (18) years.

I am signing this General Release & Liability Waiver and Indemnity Agreement on behalf of a person under the age of eighteen (18) years. I covenant that I have all legal authority to act on behalf of such minor person, and I bind said minor, and myself to the terms of this General Release & Liability Waiver and Indemnity Agreement. For myself, my heirs, distributees, legal representatives assigns and next of kin, I **RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liabilities incident to my minor child's involvement or participation in the Activity, **EVEN IF ARISING FROM OR RELATED TO THE PASSIVE OR ACTIVE NEGLIGENCE OF THE RELEASEES**, to the fullest extent provided by the law

(Initial Here) _____ I agree to and understand the proper safety guidelines as explained for this activity and will comply with them as instructed.

DATE: _____ Name of Minor _____ AGE: _____

Name of Minor _____ AGE _____

Print Name: _____

Signature: _____

Address: _____

Telephone: _____

*Do not Zip-Line if you are Pregnant _____

*Please advise us of any Medical Conditions _____