

LIABILITY WAIVER AND RELEASE

- 1. Participant acknowledges that paddle boarding, and any water sport has inherent risks, hazards and dangers that cannot be eliminated.**
- 2. Participant shall obey all state, federal and local regulations, laws, ordinances, lawful directives from appropriate law enforcement personnel, and directions from RIVERSOUL RECREATION, A Series within ETERNAL ELEMENTS, LLC, a Texas Series Limited Liability Company (“RIVERSOUL RECREATION”) located at _____ (“Premises”), its owners, volunteers, employees, and contractors while operating equipment from RIVERSOUL RECREATION. Participant is solely responsible for any citation or violation occurring during the use of, or as the result of using equipment from RIVERSOUL RECREATION.**
- 3. Participant represents that I am capable of safely operating and handling the equipment and represent that I have adequate skills, knowledge, and experience to safely complete the planned activity and that I have made adequate preparations to ensure safe completion of activity.**
- 4. Participant shall bear all responsibility for any loss or damage of the RIVERSOUL RECREATION equipment, and shall pay RIVERSOUL RECREATION the full cost of repair or replacement in the event of any loss or damage to such equipment.**
- 5. Participant acknowledges that Personal Floatation Devices (PFDs), to include but not be limited to lifejackets, are strongly recommended by RIVERSOUL RECREATION, and RIVERSOUL RECREATION strongly recommends Participant to use PFDs while using equipment. PFDs are the responsibility of the Participant to procure and utilize. Participant further acknowledges that while using equipment provided by RIVERSOUL RECREATION.**
- 6. Release of liability: Participant hereby indemnify RIVERSOUL RECREATION, its owners, volunteers, employees, and contractors of liability and release and/or hold harmless RIVERSOUL RECREATION, its owners, volunteers, employees, and contractors from any loss, expense or cost, including attorney fees, arising out of any damage or injuries, whether to any persons or any property, arising out of or related to use of the equipment.**
- 7. Participant further releases and agrees to indemnify and hold harmless, RIVERSOUL RECREATION and the real property owner, their heirs and assigns from against any and all claims, demands, causes of action and damages, including attorneys' fees, resulting from any accident, incident or occurrence arising out of, incidental to or in any way resulting from the Participant's access and activities on or about to Premises.**
- 8. Participant is responsible for all parties using equipment during the agreed activity period.**

9. Participant further consents to RIVERSOUL RESORTS taking photographs of Participant during Participant's use of the equipment. I understand that RIVERSOUL RECREATION may display (or permit others to do so on its behalf) all or excerpts of the photographs in any media for educational, news, marketing, advertising, or other reasonable commercial purposes, and I hereby grant to RIVERSOUL RECREATION the irrevocable, royalty-free worldwide right to do so. I further understand that I will not receive any compensation for this release. I represent that I am 18 years of age or older, or the parent or legal guarding of the photographic subject and have read and understand the content of this release and agree to the terms set forth above.

10. This Waiver constitutes agreement between RIVERSOUL RECREATION and Participant, and no term may be waived or modified except in writing signed by both parties. There are no warranties expressed or applied, by RIVERSOUL RECREATION to Participant, except as contained herein, and RIVERSOUL RECREATION shall not be liable for any loss or injury to Participant nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Participant is not RIVERSOUL RECREATION's agent while using said equipment. By signing this agreement, Participant agrees that Participant is waiving rights to bring legal action to recover compensation or to obtain any other remedy for any injury, property or death, however caused, arising out of use of any equipment of RIVERSOUL RECREATION.

**I HAVE CAREFULLY READ AND CLEARLY UNDERSTAND ALL OF THE
CONDITIONS LISTED ON THE RIVERSOUL RECREATION LIABILITY WAIVER. I
AGREE TO THE TERMS STATED.**

“PARTICIPANT”

First name _____

Last name _____

Signature Date: _____

First name _____

Last name _____

Signature Date: _____