

WAIVER OF LIABILITY

And Medical Release

William Waidhofer, 14052 Lakepoint Dr., Willis, TX 77318

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration for and as a condition of being allowed to visit, for recreational purposes, as well as any other purposes, the property in Willis, Texas at 14052 Lakepoint Dr., owned by William Waidhofer, and to participate in any activities on or off of the water, I agree as follows:

1. I fully and finally release William Waidhofer, his family members and guests, and all other persons and entities from any liability for any damages or injuries I may suffer in connection with visiting the property at 14052 Lakepoint Dr., Willis, Texas. This release includes all claims and causes of action of any type whatsoever, whether based on statute or common law or otherwise, relating in any way to any property damage or personal injury (including death) I may suffer in connection with my being present at 14052 Lakepoint Dr., Willis, Texas, or any activities in which I may engage while at 14052 Lakepoint Dr., Willis, Texas, even if caused by the negligence or other wrongful conduct of William Waidhofer or his family members or employees or guests or any other person or entity. I understand that the activities in which I may engage in while at 14052 Lakepoint Dr., Willis, Texas, including but not limited to boating, water skiing, wakeboarding, jet skiing, tubing, kneeboarding, swimming, and jumping, involve risks of property damage, personal injury and death, and I consciously intend to waive and release all liability relating to such activities and risks. I understand that these risks include, but are not limited to, the following:

- a) Drowning;
- b) Being struck by a boat, automobile, truck or other vehicle;
- c) Falling into, out of or within a boat;
- d) Falling, tripping or being stuck while on a dock or on land or in a boat or on a boat;
- e) The fact that I may water ski, wakeboard, hydrofoil, barefoot, tube, or kneeboard very close to shore or obstructions, with the risk that I may strike the shore, the lake bottom or an obstruction;
- f) Striking the bottom of the lake as a result of jumping, diving, swimming or falling into the water;
- g) Striking the bottom of the lake as a result of falling while boating, water skiing, wakeboarding, jet skiing, tubing, kneeboarding, swimming, and jumping;
- h) Colliding with the shore or the lake bottom while boating, water skiing, wakeboarding, jet skiing, tubing, kneeboarding, swimming, and jumping;
- i) Colliding with obstructions, such as boats, docks, rafts, buoys, water ski jumps, islands, or other items in, on, or below the water, while boating, water skiing, wakeboarding, jet skiing, tubing, kneeboarding, swimming, and jumping;
- j) Falling while boating, water skiing, wakeboarding, jet skiing, tubing, kneeboarding, swimming, and jumping;
- k) Becoming entangled in ropes, weeds, or any other objects, in or out of the water, while boating, water skiing, wakeboarding, jet skiing, tubing, kneeboarding, swimming, and jumping;
- l) Faulty boat, water ski, wakeboard, jet ski, kneeboard, or any other equipment;
- m) Negligent or otherwise improper operation of boats;
- n) Any and all injuries caused by or while jumping or playing on land or on or off the water;
- o) Any and all unforeseen injuries that might occur while boating, water skiing, wakeboarding, jet skiing, tubing, kneeboarding, swimming, and jumping.

2. I agree and covenant that I will never assert any claim or lawsuit based on any of the claims or matters released in paragraph 1, against William Waidhofer or his family members or guests or any other person or entity. If I do, I will fully indemnify and defend William Waidhofer against any such claim or lawsuit brought against William Waidhofer as a result of any such claim or lawsuit.

3. I authorize William Waidhofer to seek on my behalf all reasonable medical and surgical care that may be necessary as a result of any injury I sustain while at 14052 Lakepoint Dr., Willis, Texas, if I am unable to authorize such care for myself. If any monies are paid for my care, I agree to reimburse said monies to whoever paid them.

4. I FULLY UNDERSTAND THAT (a) SWIMMING, BOATING AND PERSONAL WATERCRAFT ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the Activity takes place, or the negligence of William Waidhofer, his family members and guests; (c) there may be other risk and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

5. I UNDERSTAND THAT I HAVE DUTY TO EXERCISE REASONABLE CARE FOR MY OWN SAFETY AND I AGREE TO DO SO.

6. I grant this release on behalf of myself and my estate, heirs, beneficiaries, personal representatives, agents and successors.

7. If I am signing the release on behalf of a minor, I represent and warrant that I am authorized to do so.

I HAVE READ THIS RELEASE AND UNDERSTAND IT.

I UNDERSTAND THAT BY SIGNING THIS RELEASE I AM GIVING UP VALUABLE RIGHTS.

I AM SIGNING THIS RELEASE VOLUNTARILY.

I AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

(PLEASE PRINT CLEARLY)

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

EMERGENCY CONTACT: _____

EMERGENCY CONTACT TELEPHONE: _____

MED INS. PROVIDER: _____

MED INS. TELEPHONE & GROUP #: _____

SIGNATURE: _____ DATE: _____

IF SIGNING FOR A MINOR, COMPLETE THIS PORTION IN FULL FOR MINOR TO RECEIVE MEDICAL TREATMENT WITHOUT YOU BEING PRESENT

NAME OF PARENT OR GUARDIAN: _____

NAME OF MINOR: _____

SS # OF PARENT: _____

PARENT TELEPHONE: _____

EMERGENCY CONTACT IF PARENT UNAVAILABLE: _____

EMERGENCY TELEPHONE: _____

SIGNATURE: _____ DATE: _____