

Neal's Lodges & Dining Room

P.O. Box 3, Concan, Texas 78838

(830) 232-6118 www.nealslodges.com

WAIVER AND RELEASE AGREEMENT

To Our Guests,

Our liability insurance company requires us to have each guest complete the following waiver before staying with us or taking part in activities at Neal's Lodges. This is a release of liability and a waiver of certain legal rights, so please read carefully.

In consideration for my being permitted to participate in the activities of Neal's Lodges, Inc. ,dba Neal's Lodges, I agree to the following Waiver and Release, I acknowledge that there are inherent risks, hazards and dangers for anyone who is participating in the following activities.

1. Water hazards (includes drowning) inherent in tubing, floating, swimming, and participating in any and all water activities
2. Hiking in the area of Neal's Lodges
3. Injuries from equipment and other participants
4. Encounters with wildlife, animals, and insects
5. Temperature extremes
6. Inclement weather conditions
7. Unavailability of immediate medical attention due to our rural location
8. Hayrides
9. Heavy rains causing rapidly rising waters and flooding

I understand the risks, hazards, and dangers of the above activities and have had the opportunity to discuss them with Neal's Lodges. My participation in these activities is purely voluntary. No one is forcing me to participate and I elect to participate in spite of any risks. I am voluntarily using the services of Neal's Lodges with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept any and all risks of injury, paralysis, or death. Lastly, I, for myself, my heirs, successors, executors, and subrogees, hereby knowingly and intentionally waive and release, indemnify, and hold harmless Neal's Lodges, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of action liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, negligence of any kind of nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services, animals or equipment, whether such damage, loss, injury, paralysis or death results from negligence of Neal's Lodges or from some other cause. I, for myself, my heirs, my successors, executors, and subrogees, further agree not to sue Neal's Lodges as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities of Neal's Lodges. In addition to other matters covered hereby, the release and waiver provision of this paragraph also covers all claims for wrongful death under the Texas Civil Practice and Remedies Code.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Neal's Lodges Waiver

Name Renting Cabin _____

Check-in Date _____

Cabin # _____

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

For 18 and over.

| | |
|-----------------|-----------------|
| Print Name | Print Name |
| Signature | Signature |
| Mailing Address | Mailing Address |
| City State Zip | City State Zip |
| Print Name | Print Name |
| Signature | Signature |
| Mailing Address | Mailing Address |
| City State Zip | City State Zip |
| Print Name | Print Name |
| Signature | Signature |
| Mailing Address | Mailing Address |
| City State Zip | City State Zip |

For under 18.

| | |
|-----------------|-----------------|
| Print Name | Print Name |
| Signature | Signature |
| Mailing Address | Mailing Address |
| City State Zip | City State Zip |