

Please Print

Name Renting Cabin _____
Check In Date _____
Cabin # _____

NEAL'S LODGES, INC.

P.O. Box 3
Concan, Texas 78838
830-232-6118
nealslod@hctc.net

To Our Guests:

Our liability insurance company requires us to have each guest complete the following waiver(s) before staying with us or taking part in activities at Neal's Lodges. We apologize for the inconvenience but they have not made this optional. If you need additional copies you may request them from us or can print them yourselves, whichever is most convenient. We believe that it will be easiest if everyone who makes an advance reservation returns the forms to us with their deposit. This will make check-in go more smoothly. Thank you,

Mary Anna Roosa
Neal's Lodges

WAIVER AND RELEASE AGREEMENT

Please read carefully before signing.

This is a release of liability and a waiver of certain legal rights.

In consideration for my being permitted to participate in the activities of Neal's Lodges, Inc. dba Neal's Lodges (hereinafter referred to as 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 and that these risks, hazards, and dangers cannot be eliminated.

1. Water hazards (including 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 or 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.

Date

Signature

Print Name

Mailing Address

City State Zip

Phone Number

If under 18 years of age, parent, guardian, or custodian must sign the following indemnification.
Additional Persons in the Same Family Living at the Same Address:

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

Other Persons in Cabin with Different Address:

Date

Signature

Print Name

Mailing Address

City State Zip

Phone Number

Date

Signature

Print Name

Date

Signature

Print Name

Date

Signature

Print Name

INDEMNIFICATION FOR MINORS

In consideration of the above minor being permitted by _____
to participate in the activities of Neal's Lodges, which include, without limitation, the use of its services,
animals, and/or equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, guardian, or custodian of the above minor, for himself/herself and on behalf
of said minor, hereby joins in the foregoing Waiver and Release and hereby stipulates and agrees to
save and hold harmless, indemnify, and forever defend 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) and negligence made or brought by said minor,
or by anyone on behalf of said minor, as a result of said minor's participation in the activities of Neal's
Lodges. I, for myself and on behalf of said minor, further agree not to sue Neal's Lodges as a result of
any injury, paralysis, or death that said minor suffers in connection with his/her participation in the
activities of Neal's Lodges.

Date

Signature of Parent, Guardian, or
Custodian of Minor

Print Name of Minor

Date

Witness

Date

Signature of Parent, Guardian, or
Custodian of Minor

Print Name of Minor

Date

Witness

Date

Signature of Parent, Guardian, or
Custodian of Minor

Print Name of Minor

Date

Witness