

**BOAT AND PERSONAL WATERCRAFT  
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,  
AND INDEMNITY AGREEMENT (“AGREEMENT”)**

**Relesor / Renter:** \_\_\_\_\_

**Releasee:** Powell Park Water Park and Marina LLC (“Powell Park”)

**Address:** 971 County Rd 459, Broaddus, TX 75929

IN CONSIDERATION of myself and my child(ren) being allowed to rent and operator the following described boat or personal watercraft:

1. Serial Number: \_\_\_\_\_;
2. Make and Model: \_\_\_\_\_; and
3. Motor: \_\_\_\_\_;

I, as the Parent/Guardian of the child(ren) listed below, if any, and for myself, and for our personal representatives, assigns, heirs and next of kin acknowledge that I have read and understand the Rental Agreement signed by me and the safety instructions for boating and personal watercraft also attached to the Rental Agreement.

Further, I agree to the following:

1. ACKNOWLEDGE, agree, and represent that I fully understand the hazards and risks associated with the many outdoor and other recreational activities in which I am about to engage in at “Powell Park,” (collectively referred to as “Activities”), including, but not limited to:

- a. participating in activities involving rental and/or use and enjoyment of boats and boating equipment, and personal water craft, whether it be as renter, operator, passenger and/or general user of equipment for same;
- b. participating in activities which involve being in close proximity with other individuals and/or in large groups increase the likelihood of contracting Coronavirus/COVID-19;
- c. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue my participation and my child(ren)’s participation in the activity and immediately inform employees of “Powell Park” of the unsafe condition.

2. FULLY UNDERSTAND THAT: (a) THE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, DISEASE, AND DEATH CAUSED BY, **AMONG OTHER THINGS**, DROWNING, AND MOVING PARTS ON EQUIPMENT, AND VEHICULAR TRAFFIC ON THE PARK GROUNDS OR LAKE (collectively “Risks”); **I UNDERSTAND THAT**

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**LIFE VESTS MUST BE WORN AT ALL TIMES WHILE ON, IN OR NEAR THE WATER or while operating any boat or personal water craft (along with using caution at all times while on, in or near the water);** I UNDERSTAND THAT WE WILL SWIM AT OUR OWN RISK AND THERE IS NO LIFEGUARD ON DUTY AT THE WATER PLAY AREA(S); (b) these Risks and dangers may be caused by my own actions, my child(ren)'s actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities takes place, or THE NEGLIGENCE OF THE "RELEASED PARTIES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES, either not known to me or not readily foreseeable at this time; and (d) I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my participation or that of the minor in any of the Activities.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE "POWELL PARK" or the owner of the premises on which the Activities occur, and each of their respective agents, officers, directors, partners, members, independent contractors, employees, volunteers, and any of their sponsors, underwriters or advertisers (each considered one of the "Released Parties" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Released Parties, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS THE RELEASED PARTIES from any litigation expenses, attorney fees, loss, liability, damage or cost which may incur as the result of such claim.

4. HEREBY CONSENT to the use by any Released Party of any likeness, picture, video, team name or individual name in any promotional, marketing or advertising medium, including the internet, newspapers, magazines or other written publications or emails.

5. ACKNOWLEDGE, AGREE AND UNDERSTAND that only "Powell Park" employees are allowed to give instructions to participants.

6. MEDICAL TREATMENT LIABILITY: I, the Parent/Guardian of the below-named child(ren), understand that injuries/illnesses received while participating in Activities will be treated using my existing health/injury insurance plan and are not the responsibility of "Powell Park." I assure "Powell Park" that **there are no health-related reasons or problems which preclude or restrict my participation, or my child(ren)'s**

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**participation, in any of the activities.** I assure to the best of my knowledge that neither I or my child(ren) have recently been in contact with an individual who tested positive for COVID-19 and AGREE to undergo non-invasive illness screening and to follow preventive measures (i.e. facial coverings, social distancing, etc.) I further assure that I have adequate health insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation, or my child(ren)'s participation, in the activities, and I will Indemnify and hold "Powell Park" harmless for any such medical costs. **Initial** \_\_\_\_\_

7. ACKNOWLEDGE the contagious nature of Coronavirus/COVID-19 and do not hold "Powell Park" responsible if I or my child(ren) come in contact with COVID-19 while on Park Grounds or the surrounding area. **Initial** \_\_\_\_\_

8. AGREES to disclose to Powell Park all potential operators, passengers, and users of said rental equipment. Renter further agrees that in the event that he/she fails to notify Powell Park of all potential operators, passengers, or users of said equipment, he/she will be personally liable for any damages to the undisclosed individuals, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF POWELL PARK. Initials: \_\_\_\_\_

9. AGREES that he/she is renting, operating or using the equipment provided by Powell Park at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, EVEN IF THE RISKS ARISE OUT OF THE NEGLIGENCE OR FAULT OF POWELL PARK. Initials: \_\_\_\_\_

10. AGREES that he/she will indemnify and hold harmless Powell Park for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation or use of equipment provided by Powell Park, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF POWELL PARK. Initials: \_\_\_\_\_

11. SAFETY AND SECURITY OF SURROUNDINGS LIABILITY: I understand and acknowledge that "Powell Park" does not guarantee the security or safety of the Park Grounds, of the areas adjacent to and surrounding the Park Grounds, or of any areas that may be traversed on the way to or from the Park Grounds. I release "Powell Park" from any and all claims arising out of accidents or events caused by a participant or third parties not associated with "Powell Park," which incidents could occur on the Park Grounds, in areas adjacent to or surrounding

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the Park Grounds, or in areas traversed by participants traveling to and from the Park Grounds. I further release “Powell Park” from liability for any damage or injury that may occur as a result of the surface or condition of the Park Grounds (e.g. - hiking trails or the parking lot condition), or the condition of facilities or equipment used on the Park Grounds. *Initial* \_\_\_\_\_

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF “POWELL PARK” OF ALL LIABILITY, INCLUDING NEGLIGENCE CLAIMS, GROSS NEGLIGENCE CLAIMS, PERSONAL INJURY CLAIMS, AND MENTAL ANGUISH CLAIMS TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: \_\_\_\_\_

Printed Name of Participant’s Child(ren): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Participant’s Signature (only if age 18 or over):

\_\_\_\_\_  
Date: \_\_\_\_\_

**MINOR RELEASE**

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF ACTIVITIES (as defined herein) AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITIES. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES OR DAMAGES ON THE MINOR'S ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASED PARTIES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM.

Printed Name of Parent/Guardian: \_\_\_\_\_

Printed Name of Minor(s): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18):  
\_\_\_\_\_

Date: \_\_\_\_\_