

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND  
PARENTAL CONSENT AGREEMENT**

This Release, Waiver of Liability, Assumption of Risk, Indemnity, and Parental Consent Agreement (“Release”) is entered into by \_\_\_\_\_ (“Participant”) and White Rock Boathouse, Inc., a/k/a [www.rowtherock.com](http://www.rowtherock.com) (“WRBH”), and is effective as of the date set forth below. Participant and WRBH enter into this Release pursuant to Participant’s request for access to and use of certain property, equipment, services and/or facilities belonging to or in the possession, custody, and/or control of WRBH, including, without limitation, the White Rock Boathouse located at White Rock Lake in Dallas, Texas. This Release is binding upon Participant and his/her spouse, children, parents, agents, representatives, heirs, assigns, estate, and any others with authority to act on behalf of Participant. This Release inures to the benefit of WRBH, its officers, directors, members, agents, employees, representatives, attorneys, and any others with authority to act on behalf of WRBH. As part of the consideration for, and as a condition to, WRBH’s consent to allow Participant to be given access to its property, equipment, services and/or facilities, Participant freely executes this Release as follows:

Participant understands and agrees that rowing (including, without limitation, kayaking, canoeing, and sculling) is physically stressful, that all water activities are inherently dangerous, that White Rock Lake and the White Rock Boathouse are subject to flooding, and that there is a risk and danger of minor or serious injury, or of death and/or damage to property, by participating in activities on, in, and/or around White Rock Lake and the White Rock Boathouse. Such risks include, but are not limited to, the following: (a) loss or damage to personal property; (b) injury or fatality due to (i) physical activity, (ii) head, neck and/or back injuries, (iii) inclement weather, including flooding, (iv) exposure to conditions which may cause slips and/or falls, (iv) drowning, (v) hypothermia and/or heat exhaustion; (c) physical exertion; (d) emotional or psychological stress; and (e) suffering any type of injury or illness without immediate access to medical facilities, among others. Participant acknowledges that the risks and dangers may increase with the consumption of alcohol, medication or drugs. Participant freely assumes these risks and injuries or losses to Participant’s person and/or property related to these risks. Participant warrants and certifies that he/she is physically fit and able to swim. Participant warrants and certifies that he/she will at all times act prudently and safely, and will and will comply with all laws, rules, and ordinances of the City of Dallas and the State of Texas when on, in, or around White Rock Lake and the White Rock Boathouse.

Participant understands and acknowledges that White Rock Lake and the White Rock Boathouse are located in a public park within the City of Dallas, Texas, and that WRBH is not responsible for police protection or any other type of law enforcement or security service. Participant agrees that WRBH is not responsible, nor may it be held liable, for any criminal conduct, or intentional wrongful conduct, by any third party on, in, and/or around White Rock Lake or the White Rock Boathouse. Participant agrees and warrants that WRBH is not responsible for the security or safety of Participant or Participant’s property while Participant and/or Participant’s property is on, in, and/or around White Rock Lake or the White Rock Boathouse.

Participant understands and agrees that WRBH may not be held liable in any way for Participant’s own death, any property damage or loss, any economic loss (including, without limitation, medical expenses or loss of income), or any physical, psychological, or mental injury,

regardless of the nature of such injury, sustained by Participant. Participant personally assumes all risks of property loss or damage; economic injury; and psychological, mental, or physical injury or death that exist or may exist in connection with Participant's access to WRBH's property, equipment, services and/or facilities. Participant releases WRBH from any claim for damage or injury that Participant may sustain while in, on, and/or around White Rock Lake and the White Rock Boathouse. Participant also releases WRBH from any claim for damage or injury that Participant may sustain while Participant's property is in, on, and/or around White Rock Lake and the White Rock Boathouse.

Participant agrees to save, indemnify, hold harmless and defend WRBH from any claim, action or proceeding by Participant or Participant's family, estate, heirs, or assigns arising out of or relating in any way to Participant's activities, or storage of property, in, on, and/or around White Rock Lake and the White Rock Boathouse. Participant acknowledges that he/she has not, and does not seek to, acquire any goods or services by purchase or lease from WRBH.

The terms of this Release will be governed by and interpreted under the laws of Texas. If any term or provision of this Release is found to be unenforceable or void, the term or provision concerned will be construed as valid and enforceable to the maximum extent permitted by law, and the remainder of this Release will remain in full force and effect. Participant agrees that the exclusive venue for any dispute arising out of this Release will be Dallas County, Texas.

Participant certifies that he/she is at least 18 years of age and legally competent to sign this Release, understands that the terms of this Release are legally binding and not a mere recital, and that Participant has signed this Release freely and without being subject to duress. Participant agrees that in signing this Release, he/she has not relied on any representation, oral or otherwise, not contained in this Release, and that the terms of this Release may not be modified, amended, or changed without the written consent of WRBH.

**In the event Participant is under the age of 18, this Release must also be signed by Participant's parent or legal guardian, and by signing this Release such parent or legal guardian agrees to be bound by all terms and conditions of this Release as would any Participant aged 18 or older.**

**Participant has fully reviewed the contents of this Release before signing it, and acknowledges that he/she had the opportunity to ask questions about anything in the Release before signing it.**

Signed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

SIGNATURE OF PARTICIPANT:

SIGNATURE OF PARENT OR GUARDIAN:

\_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_