

***Balcones Springs Executive Retreat and Conference Center  
Participation, Release and Waiver of Liability, and Indemnity Agreement***

**Read Carefully Before Signing**

We are glad to have you here at Balcones Springs Executive Retreat and Conference Center ("Balcones Springs"). You have the opportunity to grow spiritually while enjoying a variety of program activities available to you. These available activities include, but are not limited to, archery, skeet shooting, rifle shooting, ropes course, climbing wall, zip line, horseback riding, water blob, water slide, and mountain bike riding, lake swimming, canoeing, hiking, soccer, football, tennis, softball, volleyball, fishing and Frisbee golf.

You recognize and acknowledge that, in connection with such activities, certain risks and damages may occur, including, but not limited to, physical or psychological injuries or death. You also recognize and acknowledge that your participation in these activities is entirely voluntary. Upon recognition of the nature of the activities involved, their inherent risk, and for the opportunity to voluntarily participate in these activities, you hereby personally assume all risk for any harm, injury, or damage that may befall you or your family, estate, heirs or assigns, as a result of your participation in activities at Balcones Springs, including all risks connected with therewith, whether foreseen or unforeseen.

**By signing below, you release and discharge Balcones Springs, and its directors, officers, employees, and agents from any and all claims, demands or liability of every kind or nature, whatsoever, for personal injury, property damage, wrongful death, or otherwise, by you, or your family, estate, heirs, or assigns, arising out of or related to any activities Balcones Springs and/or your participation in such activities. You further agree to indemnify, protect, defend and to save and hold harmless Balcones Springs, and its directors, officers, employees, and agents from any and all claims, demands or liability of every kind or nature, whatsoever, for personal injury, property damage, wrongful death, or otherwise, by you, or your family, estate, heirs, or assigns, arising out of or related to any activities Balcones Springs and/or your participation in such activities, whether or not caused by the negligence of Balcones Springs, its directors, officers, employees and agents, or any other person or entity.**

You further state that you are of lawful age and legally competent to sign this release and indemnity agreement, or that you have acquired the written consent of your parents or guardians; that you understand the terms herein are contractual and not a mere recital; and that you have signed this document of your own free act.

In accordance with Texas Civil Practice & Remedies Code § 87.005(b), the following warning is given:

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

We may provide you with written guidelines and verbal instructions for participation in activities. While participating, you agree to follow such guidelines and instructions designed to minimize risk of harm.

You grant permission to the medical personnel selected by an adult leader of your group to order X-rays, routine tests, and treatment for your health, and in the event you are unable to assent during an emergency, you hereby give permission to the attending medical personnel to hospitalize, secure proper treatment and to order medical procedures and treatment as deemed necessary.

Photographs and/or video and sound recordings of you may be made during your time at Balcones Springs. You authorize the use of such material by Balcones Springs for its purposes.

Any controversy or claim arising out of or relating to this participation and release agreement, or the application, interpretation or breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

We trust you will safely enjoy your time at Balcones Springs and the activities in which you participate. Please attest to your agreement to the terms of the Release and Participation Agreement by signature below.

All keys are to be returned to the Front Desk upon departure. A nominal fee will be charged for missing keys. Balcones Springs is not liable for loss of damage to any merchandise or items left at the property before, during or after your stay. I hereby authorize this establishment to charge my designated credit card directly (if applicable) for all charges I incur during my stay.

**I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS PARTICIPATION, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT BY READING IT BEFORE I SIGNED IT:**

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

Participant's Name (printed): \_\_\_\_\_

Company Name (if applicable): \_\_\_\_\_

Address (hm or wk): \_\_\_\_\_

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

Phone Numbers (hm) \_\_\_\_\_ (wk) \_\_\_\_\_

E-mail address (Optional): \_\_\_\_\_

Cabin Name: \_\_\_\_\_ Number of Guests in Cabin: \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_

Please list any minors in your care, to be covered by this agreement:

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**Check Out Time is 11:00 A.M.**