

# BOOMTOWN USA RV RESORT

## RECREATIONAL USE CONTRACT RELEASE AND INDEMNITY AGREEMENT

**READ CAREFULLY:** This Recreational Use Contract involves your legal rights, and contains a **RELEASE** of all claims, and an agreement by you to **INDEMNIFY** Boomtown USA, Inc., Terry Stanley, Kristi Stanley, Ivan Barry, Barry Industrial Sand and Dredge Owner against any and all claims arising out of your recreational activities at Boomtown USA, Inc.

Parent/Guardian/Participant (if over 16): First Name:	Last Name:			DOB:	
Street Address	Apt #	City	State	Zip	

(By printing my name above, I agree to Boomtown USA, Inc's Release and Indemnity Agreement. Even if I forget to sign this in the appropriate blank I agree to the agreement.)

Minors you are responsible for:

First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:
First Name:	Last Name:	DOB:

**I HEREBY CONFIRM THAT I HAVE READ THE FOREGOING RECREATIONAL USE AGREEMENT, AND THE RELEASE AND INDEMNITY AGREEMENT SET FORTH BELOW AND ON THE BACK OF THIS CONTRACT; THAT I FULLY UNDERSTAND THE TERMS SET FORTH HEREIN; THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE; AND I AGREE TO BE BOUND BY THIS RECREATIONAL USE CONTRACT AND THE RELEASE AND INDEMNITY AGREEMENT.**

***No Life Guard on Duty! Swim at your own Risk!***

Signature: \_\_\_\_\_  
RECREATIONAL PARTICIPANT

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

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## RELEASE AND INDEMNITY AGREEMENT CONT'D

1. As the above signed Recreational Participant, I wish to enter the premises of Boomtown USA, Inc, for recreational purposes, including camping and/or participating in water sports activities.
2. I agree to abide by the Rules & Regulations of Boomtown USA, Inc., as posted, and to be responsible for my family and all members of our party's conduct and activities.
3. I understand and acknowledge that there are inherent risks involved in participation in water sports activities, including, but not limited to the following:
  - (a) Drowning;
  - (b) Injuries caused by submerged stumps, limbs, rocks, debris and other things, natural as well as manmade, including the dredge, dredge pipeline and mooring;
  - (c) Injuries and harm caused by other participants;
  - (d) Injuries caused by collisions with jet skis, boats, paddleboats, canoes, kayaks and other watercraft;
  - (e) Injuries from playing on or falling from or onto slides, and playground equipment, both on shore and water based;
  - (f) Scuba diving and snorkeling related injuries; and
  - (g) Injuries caused by diving into shallow water or unsafe areas.
4. I understand injuries associated with recreational and water sports activities include, but may not be limited to serious personal injury, death, paralysis, burns, broken limbs, amputations and blindness.
5. I hereby confirm that I am over the age of 16 and competent to enter into this Recreational Use Contract, and that I and all members of my family are in good health and capable of engaging in recreational and water sports activities.
6. I hereby agree to personally assume all risks associated with my participation in recreational and water sports activities at Boomtown USA, Inc., and for any harm injury, or damage that may befall me or any family member as a result thereof, whether foreseen or unforeseen.
7. I agree that I and my family and party shall stay at least 100 feet from the dredge in the lake.
8. In return for being permitted to enter the water park, **I AGREE** to in all things **RELEASE** and **COVENANT NOT TO SUE** Boomtown USA, Inc., Terry Stanley, Kristi Stanley, Ivan Barry, Barry Industrial Sand and Dredge Owner, and all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., of and from any and all injuries and damages to me or any member of my family, in any way arising out of or related to our participation in camping, recreational activities, water sports and other activities at Boomtown USA, Inc., including those injuries and damages caused by the negligence, sole negligence or fault of Boomtown USA, Inc., Terry Stanley, Kristi Stanley, Ivan Barry, Barry Industrial Sand and Dredge Owner, and/or all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., or caused by any defects in the premises or products used, rented or located on the premises, and I further **AGREE** to **DEFEND, INDEMNIFY and HOLD HARMLESS** Boomtown USA, Inc., Terry Stanley, Ivan Berry, and all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., of and from any and all claims, demands, liabilities, debts, obligations, liens, lawsuits and causes of action or liabilities or any kind or nature whatsoever, that may be asserted by me or any member of my family as a result of any accidents or injuries, including death, arising out of or resulting from or in any manner relating to our activities at USA Boomtown, Inc., including injuries and damages caused by the negligence, sole negligence or fault of Boomtown USA, Inc., Terry Stanley, Ivan Berry, and/or all owners, shareholders, directors, employees and agents of Boomtown USA, Inc., or caused by any defects in the premises or products used, rented or located on the premises
9. It is expressly **AGREED** that the **RELEASE AND INDEMNITY AGREEMENT** set forth herein is intended to be as broad and inclusive as is permitted by the laws of the State Texas, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.