

Escapees Sun Gators Chapter 57

Rally Registration and Waiver Agreement

Name(s) _____ SKP# _____

Address _____

Telephone _____

Email _____

Is this your first Chapter 57 Rally: Yes No

Make of RV: _____ Other Vehicle: _____

Fees Due at Registration

Rally fees _____ per person X _____ people = _____

Dues if not previously paid (one year for \$5, 5 years for \$20) _____

Total (payable by **cash** or **check** (made out to **Sun Gators Ch. 57**)) _____

Site No. _____

Emergency Contact Name: _____

Phone Number: _____

BY COMPLETING AND SIGNING THIS REGISTRATION FORM, I ACKNOWLEDGE THAT I HAVE READ (see back of form) AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I UNCONDITIONALLY RELEASE THE COMPANY FROM ALL CLAIMS AND ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

SIGNED: _____ **DATE:** _____

RELEASE AND WAIVER OF LIABILITY

I desire to participate or attend this [ACTIVITY/ACTIVITIES] (the "Activities") provided or sponsored by Escapees, Inc. and its affiliates (the "Company"). In consideration of being permitted by the Company to participate in or attend the Activities and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES ARE POTENTIALLY DANGEROUS ACTIVITIES AND INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY. NOTWITHSTANDING THE RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE AND AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITIES, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I HEREBY EXPRESSLY WAIVE AND RELEASE ANY AND ALL CLAIMS AND CAUSES OF ACTION, NOW KNOWN OR HERAFTER KNOWN, AGAINST THE COMPANY, AND ITS OFFICERS, DIRECTORS, MANAGER(S), EMPLOYEES, AGENTS, AFFILIATES, SHAREHOLDERS, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), INCLUDING ON ACCOUNT OF INJURY, DISABILITY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF OR RELATING IN ANY WAY TO THE ACTIVITIES OR MY PARTICIPATION IN SUCH ACTIVITIES, INCLUDING WHETHER ARISING OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE COMPANY OR ANY RELEASEES OR OTHERWISE. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE COMPANY OR ANY OTHER RELEASEE, AND FOREVER RELEASE AND DISCHARGE THE COMPANY AND ALL OTHER RELEASEES FROM LIABILITY UNDER ANY SUCH CLAIMS.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement with respect to this matter and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral. If any term or provision of this Release or the application thereof to any party or circumstance is held invalid, illegal, or unenforceable to any extent in any jurisdiction, then the remaining terms and provisions of this Release and their application to other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Texas. Any claim or cause of action arising under this Release may be brought only in the courts located in Bexar County, Texas and I hereby consent to the exclusive jurisdiction of such courts.