



Release of Liability

Read Before Signing

This Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (the “Release”) is entered into by the below named individual in exchange for the individual’s right to enter upon River Valley RV Resort (the “Resort”) and to be allowed the use the services, facilities and amenities of the Resort.

I FULLY UNDERSTAND THAT: (A) THE RESORT IS LOCATED IN AN OUTDOOR RECREATIONAL SETTING AND COULD INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (B) THESE RISKS INCLUDE BUT ARE NOT LIMITED TO WEATHER CONDITIONS, NATURAL EVENTS INCLUDING BUT NOT LIMITED TO FLOODING, THE FLOW OF CURRENTS OR RISE IN WATERWAYS), AND WILD ANIMALS (INCLUDING BUT NOT LIMITED TO SNAKES); (C) THESE RISKS AND DANGERS MAY BE CAUSED BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS AT THE RESORT, AND/OR THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (D) THERE MAY BE OTHER RISKS NOT KNOWN TO ME OR THAT ARE NOT READILY FORESEEABLE AT THIS TIME; (E) THE SOCIAL AND ECONOMIC LOSSES AND/OR DAMAGES THAT COULD RESULT FROM THE RISK(S) COULD BE SEVERE AND COULD PERMANENTLY CHANGE THE FUTURE.

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, HEREBY ACKNOWLEDGE, ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS OR DEATH, EVEN IF CAUSED IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW.

I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE RIVER VALLEY RV RESORT, 3G LIPAN PROPTERTIES, LLC., OR THEIR RESPECTIVE, OPERATORS, OWNERS, , MANAGERS, DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, ALL FOR THE PURPOSE HEREIN REFERRED TO AS “RELEASEES”, FROM ALL LIABILITY TO ME, MY ASSIGNS, HEIRS, AND NEXT OF KIN, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME THAT OCCURS AT THE RESORT, INCLUDING BUT NOT LIMITED TO, DEATH OR DAMAGE TO PROPERTY, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE.



IF, DESPITE THIS RELEASE, I, MAKE A CLAIM AGAINST ANY OF THE “RELEASEES” NAMED ABOVE, I AGREE TO DEFEND, INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM FOR ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE CLAIM MADE AGAINST ANY OF THE “RELEASEES” NAMED ABOVE, WHETHER THE CLAIM IS BASED ON THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I WOULD OTHERWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEES FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT.

Printed Name	Signature	Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

If you have anyone under the age of 18 that is a minor that will be with you please list names and ages and have their parent or legal guardian sign on their behalf.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Minor Printed Name	Signature Parent/ guardian	Date
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