

BIG WILLS CREEK CAMPGROUND & TUBING

WAIVER STATE OF ALABAMA KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ADULT(S) 18 or over {individually} and the undersigned RESPONSIBLE ADULT {individually} and as the parent and/or guardian of the below named child/children under (18) (MINORS) HAVE FREELY AND VOLUNTARILY elected to enter one or more of the above-referenced premises of Big Wills Creek Campground & Tubing and utilize the services, facilities, and equipment of Big Wills Creek Campground & Tubing. By paying for admission to the park with its games, lazy creek, and other amenities or otherwise contracting the use of transportation, and other on site services, related facilities for the purpose of "camping or day pass" in Big Wills Creek fully understanding the possibility of an accident occurring and fully appreciating the risk inherent in such recreational activities and the fact that any and all ADULT(S), the RESPONSIBLE ADULT, and the MINOR(S) listed below are covered by this agreement may be injured as the result of each accident; and the undersigned ADULT(S) for themselves and the undersigned RESPONSIBLE ADULT for himself/herself and the MINOR(S) in question do hereby assume all risks and accept persons or property of said ADULT(S) or RESPONSIBLE ADULT OR MINOR(S) while on the premises of Big Wills Creek Campground & Tubing despite the fact that said ADULT(S) and RESPONSIBLE ADULT(S) acknowledge and agree that the recreational activities in question entail both known and unanticipated risk that could result in physical or emotional injury, paralysis, death, or damage to themselves, to the MINOR(S) in question to third parties or to property, and that such risks cannot be entirely eliminated without jeopardizing the essential qualities of the recreation in question.

The risk being assumed include, but are not limited to the following: known or unknown medical or physical limitations or conditions of the individuals listed below: slippery walking surfaces within the park, so with that running is strictly prohibited and care should be taken while walking. Employees and personnel of Big Wills Creek Campground & Tubing, who despite their commitment to safety are not infallible and have difficult jobs to perform, who may be distracted, who may be unaware of or misjudge a participants fitness or abilities, who may misjudge the weather or other environmental conditions and who may give incomplete warnings or instructions, equipment that may malfunction, tubes that may turn over, swimming that may be required, thus risking collision with rocks and entanglement in trees, slipping or falling may occur while attempting to stand or walk in the creek or along the banks, exposure to the elements that can cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps, hypothermia, insect bites, reactions to poisonous plants, injury from rabid or otherwise dangerous animals or reptiles, and accidental drowning.

ACCORDINGLY, in consideration of being allowed to enter upon the premises of Big Wills Creek Campground & Tubing, and .to utilize the services, facilities, and equipment of Big Wills Creek Campground & Tubing, and to participate in the aforesaid recreational activities, the undersigned ADULT(S) (if any) for themselves and their respective heirs, executors, administrators, and legal representatives, and the undersigned RESPONSIBLE ADULT for himself/herself and for his/her heirs, executors, administrators, and legal representatives, by signing and sealing this Agreement do hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Big Wills Creek Campground & Tubing and their respective agents, owners, officers, volunteers, participants, employees, and any and all other persons or entities acting in any capacity on their behalf (hereinafter collectively, "INDEMNITIES") from any and all claims, demands, causes of action, damages or extraordinary expenses (including any attorney fees and expenses incurred in connection with the successful enforcement of this Agreement), which are in any way connected with (in the case of said ADULT(S), the presence of said individual on the premises of Big Wills Creek Campground & Tubing, his/her participation in any recreational activity contemplated hereby, or his/her use of equipment, services, or facilities of Big Wills Creek Campground & Tubing and in case of said RESPONSIBLE ADULT the presence of said individual and/or the MINOR(S) on the premises of Big Wills Creek Campground & Tubing, his/her or their participation in any recreational activity hereby, or his/her or their use of equipment, services, or facilities of Big Wills Creek Campground & Tubing including but not limited to any such claims, allege negligent acts or omissions on the part of said INDEMNITIES.

Each of the undersigned individuals also certifies that adequate private insurance exists to cover any injury or damage that may below named MINOR(S) for which he/she is responsible (as (as provided herein) may cause or suffer while present on the premises of Big Wills Creek Campground & Tubing, or while utilizing the services, equipment, or facilities of Big Wills Creek Campground & Tubing contemplated hereby or else the undersigned individual in question agrees to bare the cost of such injury or damage him/her self. Any damages to the property of Big Wills Creek Campground & Tubing that happens as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any action of neglect or recklessness.

Each of the undersigned individuals 011 his/her behalf and in case of the RESPONSIBLE ADULT 011 behalf of the below-named MINOR(S) give Big Wills Creek Campground & Tubing, permission to take our respective photographs while involved in any activity on the property of Big Wills Creek Campground & Tubing and release the right to use any and of such photographs by Big Wills Creek Campground & Tubing in any advertisement or media publications.

IT IS FURTHER AGREED by the undersigned individuals that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

The undersigned agrees and acknowledges that by signing this waiver he/she understands that Big Wills Creek Campground & Tubing is a campground. You are not a resident here, you are a visitor. Big Wills Creek Campground & Tubing has the right to remove you from the property at any given time without a refund if you break the rules, damage the property, or cause and drama or conflict while on the property of Big Wills Creek Campground & Tubing. You understand that the campground owners, staff or insurance is NOT RESPONSIBLE for accidents due to fire, theft, wind, flooding inside or outside of your equipment, (camper, tent, RV), personal negligence, acts of God or other unfortunate circumstance.

By signing and sealing this agreement, the undersigned ADULT(S) and the RESPONSIBLE ADULT affirm that they have had sufficient opportunity to read this agreement; that they have read and understand it; and that they have agreed to be bound by its terms; and they reaffirm their understanding that if they or any of the below-named MINOR(S) are hurt or if their property is damaged while on the premises of Big Wills Creek Campground & Tubing, or while participating in the recreational activities contemplated hereby or while utilizing the equipment, services, or facilities of Big Wills Creek Campground & Tubing, they have waived their right to maintain a lawsuit against Big Wills Creek Campground & Tubing or any of the other INDEMNITIES on the basis of this Agreement. Furthermore, I, the RESPONSIBLE ADULT, agree that everyone in my party has read and agrees to the posted rules, regulations and policies, I along with all minor children listed below agree to adhere and abide by them at all times.

I agree that by disputing any charge on my credit/debit card after using the services of Big Wills Creek Campground & Tubing that I am willfully committing theft and fraud. I understand that I can and will be prosecuted for doing this.

INT _____

Emergency Contact

Name: _____

Phone: _____

Relationship: _____

LIFE VEST IS THE LAW

Everyone Must Wear a life Vest!

NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS

SPEED LIMIT IN THE PARK 5 MPH (STRICTLY ENFORCED) TUBING RULES

These Rules Are Enforced by the Alabama Game Warden

RESPECT PRIVATE PROPERTY

NO GLASS ALLOWED

NO LITTERING

NO NUDITY

SOFT COOLERS ONLY

NO ALCOHOL OR DRUGS

IF YOU ARE CAUGHT WITH GLASS BOTTLES, WE WILL ASK YOU TO LEAVE WITHOUT A REFUND!