

**CALLAWAY GARDENS RESORT, INC. AND IDA CASON CALLAWAY FOUNDATION, INC.
AQUA ISLAND RELEASE OF LIABILITY FORM**

I, the undersigned, am using Callaway Gardens Aqua Island at my own risk, which I voluntarily assume. In consideration of the fee paid by me, and in full recognition of the risks involved with such equipment and structure, which risks I voluntarily assume, I, the undersigned, hereby release Callaway Gardens Resort, Inc. and The Ida Cason Callaway Foundation™, and their agents, servants, and employees, officers and directors and agree to hold them harmless from any and all liability, claims, damages, actions, and causes of action whatsoever, for loss, damage, or injury to person, including death, and whether sustained by myself, my spouse, my parents, my child or children, or property, regardless of how arising, and however caused including but not limited to all kinds and degrees or extent of negligence (except willful or wanton negligence or misconduct) which Callaway Gardens Resort, Inc., The Ida Cason Callaway Foundation, and/or its employees may commit or be charged with, whether consisting of omission or commission, whether separately or concurrently with someone else, and sustained by me, or us, my spouse, my parents, my child or children, in connection, directly or indirectly, with the use of the recreational equipment. This release shall be binding upon me, my heirs, next of kin, and legal representative.

I further agree that I am personally liable and responsible for paying any claims which may arise as a result of the use of Callaway Gardens Aqua Island, including, but not limited to any claims for personal injury, any claims for property damage to any equipment or to other property, any claims for loss of equipment or loss of use of any equipment, any claims for diminution in value of any equipment, any claims for the cost of repairing or replacing any equipment or any other claims of any kind or nature which may arise from the use of any equipment while in my possession. I further authorize Callaway Gardens Resort, Inc. to bill any such charges or costs to my credit card or to my account as Callaway Gardens Resort, Inc. deems appropriate.

I acknowledge Aqua Island is unguided, and I will participate in a mandatory safety briefing session prior to the start of the course. Should I prove unwilling or unable to follow the safety rules while undertaking Aqua Island, I acknowledge that Callaway Gardens has the right to and may immediately end my use of the Aqua Island course.

I acknowledge that I am required to wear an approved Personal Flotation Device and/or other safety equipment while participating in Aqua Island. I am aware that guides or instructors are available to answer any questions that I may have as to proper use of the equipment. I am aware that the physical exertion required of Aqua Island and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that the level of participation is at all times completely up to the individual.

I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the state of Georgia. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims that I may bring against the Callaway Gardens Resort, Inc. or the Ida Cason Callaway Foundation, Inc. shall be submitted to the jurisdiction of the courts of Harris County, Georgia and that no claims against Callaway Gardens Resort, Inc. or the Ida Cason Callaway Foundation, Inc. shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

I am aware that once I have completed the safety briefing session, no refunds will be made for Aqua Island or admission to Callaway Gardens, including passes for future use of the course.

I understand that as a part of my participation in this event my photograph may be taken by a representative of Callaway Gardens Resort, Inc. or any media that may be present and that my photograph may be used in promotional advertising or media coverage. This constitutes my authorization to use my image for such purposes.

Name of Participant (please print) Home Address City State Zip Telephone Number

_____ _____ _____ I decline to accept a copy of this form
Signature Date Initials

Important Information

- Each guest or an authorized guardian for children under 18 years of age must complete a Callaway Gardens Release of Liability form before starting the course
- Guests must wear a Personal Flotation Device (DFD) and keep it buckled and zipped at all time
- Sharp objects or other dangerous materials are not permitted
- Tobacco and alcohol are not permitted in the briefing area or on Aqua Island
- No refunds will be granted once a guest has completed the briefing session
- Anyone who appears to be under the influence of drugs or alcohol may not participate in the Aqua Island
- Pregnant women are prohibited from going on the Aqua Island course
- Callaway Gardens reserves the right to remove anyone who disregards the safety rules. There will be no refunds if such action is required.
- Callaway Gardens reserves the right to close Aqua Island without refund at any time due to inclement weather deemed unsafe for guests
- Cell phones are prohibited on the Aqua Island course. Please make appropriate arrangements for these and other personal items before entering the course. Callaway Gardens may not be held responsible for lost or damaged personal items.

FOR USE BY CALLAWAY GARDENS STAFF ONLY

Date of Use _____ Time Ticket Purchased _____ Time Scheduled For Aqua Island _____

Notes: