

FORM MUST BE 100% COMPLETELY FILLED OUT & *BROUGHT TO CHECK IN*

Group Leader Name: _____



#2 Arrival Form

Page One

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT,
AND RELEASE OF PHOTOGRAPHIC AND/OR VIDEO IMAGES OF PERSONS LISTED BELOW**

To Whom It May Concern, we agree to and accept the following terms & conditions listed below & on back:

1.) RELEASE & WAIVER OF LIABILITY & ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I (we,my group) agree that this form shall be considered legally binding for ALL Inertia properties, events, parties, & Tours, including but not limited to Optional Red Carpet events such as the Padre Pub Crawl, Party Cruise, all day events and night parties associated with Inertia Tours, Dream Girls, Club Pelican West, Go with Jo! Travel, Mooncussers, Isla Grand, CPC Marketing, and American Dive Center while on vacation via these tours in the County of Cameron in the State of Texas

2.) RELEASE OF PHOTOGRAPHIC AND/OR VIDEO IMAGES OF PERSONS FOR COMMERCIAL USE

I (we,my group) agree that this form shall be considered legally binding for release for ALL Inertia properties, events, parties, & Tours, including but not limited to Optional Red Carpet events such as the Padre Pub Crawl, Party Cruise, all day events and night parties associated with Inertia Tours, Club Pelican West, Go with Jo! Travel, Dream Girls, Mooncussers, Isla Grand, CPC Marketing, and American Dive Center while on vacation via these tours in the County of Cameron in the State of Texas

In Consideration of being permitted to participate in any way in the EVENT (s) or being permitted to enter for any purpose in this AREA, (defined as any area requiring special authorization, credentials, or permission to enter or any area to which admission by the general public is restricted or prohibited), each of the undersigned, for himself or herself their personal representative, heirs, and next of Kin:

- A.) Acknowledges, agrees, and represents that he/she will have or will immediately upon entering any of such AREAS, will continuously thereafter, inspect the AREAS which he/she enters, and he/she further agrees and warrants that, if at any time, he/she is in AREAS and/or refuse to participate further in the EVENT (s) understands and agrees that all EVENT (s) are voluntary & may leave.
- B.) HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE the promoters, tour operator, participants, associates, organizations, or any subdivision thereof, operators, owners, officials, drivers, any persons in any AREAS, or while on this tour; Promoters, Sponsors, Advertisers, Owners, and Lessees of promises used to conduct the Event (s). Premises and event inspectors, underwriters, consultants, and others who give recommendations, directions, or instructions or engage in risk evaluation or loss of control activities, regarding the premises or EVENT (s) and each of them, their directors, officers, agents, and employees, all for the purposes herein referred to as "releases," FROM ALL LIABILITY TO THE UNDERSIGNED OR DEMANDS THEREFORE ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF, OR RELATED TO, THE EVENT (S), WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE.
- C.) HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the releases and each of them FROM LOSS, LIABILITY, DAMAGE, OR COST they may occur arising out of, or related to the EVENT (S) whether caused by the negligence of releases or otherwise.

TURN OVER PAGE 2



- D.) I (we) HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, arising out of, or for, or related to the EVENT(S) whether caused by the NEGLIGENCE OF RELEASES or otherwise.
- E.) HEREBY acknowledges that THE ACTIVITIES OF THE EVENT(S) could be dangerous and involve the risk of serious injury and/or death and/or property damage. Each of the undersigned also expressly acknowledges the injuries received may be compounded or increased by negligent rescue operations or procedures of the releases and/or releasers.
- F.) HEREBY agrees this release and waiver of liability, assumption of risk and indemnity agreement extends to all of negligence by the releases and/or releasers, INCLUDING NEGLIGENT RESCUE OPERATIONS and is intended to be as broad and inclusive as is permitted by the laws of the Country or Providence or State in which the event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, not withstanding, continue full legal force and effect.
- G.) Agree that I (we) are at least 18 years of age, and understand that the legal drinking age in the State of Texas is 21 years of age, and agree to not participate in underage drinking at any Inertia Event, and will hold Inertia harmless from any liability should I (we) be caught, ticketed, arrested, and/or detained for underage drinking in any locale, as well as any costs associated with such an offense. Inertia does NOT condone the use of alcohol
- H.) Agree that I(we) understand that there are inherent risks to leaving the United States, and that Inertia will not be responsible for international border laws, or passage to and from the US to Mexico, and/or Mexico to the US.
- I.) Agree to the commercial release of personal likeness, images, photographs, images, and/or videos. YOU MAY BE VIDEOTAPED AND/OR PHOTOGRAPHED at any time at any Inertia Event. Inertia Tours, its sponsors and/or advertisers, may use, distribute, sell, or commercially utilize your image, likeness, photo, or video at Inertia's complete discretion at any time.

I (WE) HAVE READ & AGREE TO THIS RELEASE and WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTANDS THAT we as UNDERSIGNED GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY & VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Print all names in group below, and each member needs to sign & date to agree beside their printed name:

Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____
Name: _____	Signature: _____	Date: _____

My Group Leaders Full Name is: _____ Reservation# _____

COPIES FRONT & BACK OF ALL STATE ISSUED ID'S of all Members ARE REQUIRED TO BE ATTACHED. Inertia does NOT make copies onsite at time of check in

Bring to South Padre Island to qualify for Express Check In