



# Helicopter Tours of Texas LLC

## PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Helicopter Tours of Texas LLC, their agents, owners, officers, volunteers, participants, employees, the pilots and mechanics of the aircraft which I ride, all people who work for the owners of the aircraft in which I ride, and land owners of the property from which HTOT, LLC. is operating, Texas Sphere Ride LLC, Hilltop holdings, Texas Ski Ranch LLC, Camp TSR LLC, TSR Cable LLC, Paul S. Bialick, G&M, TSR Skate LC, TSR Boat Sales and Service dba The Wake Zone, Cable Wake Parks LLC, TSR Ranch Inc, RIPA Investments, TBS Management Inc, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "HTOT"). I hereby agree to release, indemnify, and discharge HTOT, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate as follows:

1. I acknowledge that going on a helicopter ride entails known risks that *could* result in physical or emotional injury, paralysis, death, or damage to me, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HTOT, Texas Sphere Ride LLC, Hilltop holdings, Texas Ski Ranch LLC, Camp TSR LLC, TSR Cable LLC, Paul S. Bialick, G&M, TSR Skate LC, TSR Boat Sales and Service dba The Wake Zone, Cable Wake Parks LLC, TSR Ranch Inc, RIPA Investments, TBS Management Inc, and all other persons or entities acting in any capacity on their behalf from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HTOT's equipment of facilities, including any such claims which allege negligent acts or omissions of HTOT.
4. Should HTOT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. I acknowledge that any media products taken or created in conjunction with my participation with HTOT shall be and remain the sole property of HTOT and hereby consent to HTOT's use of video tape, motion pictures, still photographs or any other media products in any manner it deems appropriate, including, but not limited to, advertisements, video productions, and displays.
7. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HTOT on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Initial \_\_\_\_\_

(over)



Print Participant Name \_\_\_\_\_.

Signature of Participant \_\_\_\_\_.

Date: \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_.

DOB \_\_\_\_\_ Email address \_\_\_\_\_.

Weight \_\_\_\_\_ Witness signature \_\_\_\_\_.

Emergency Contact name \_\_\_\_\_ Phone # \_\_\_\_\_.

How did you hear about us? \_\_\_\_\_.

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION  
(MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)**

In consideration of \_\_\_\_\_ (print minor's name) being permitted by Helicopter Tours of Texas LLC to participate in its activities and to use its equipment or facilities.

**AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP:** I, the undersigned, declare that I am the parent of, or the legal guardian of this minor, and have the legal capacity to execute documents on behalf of such minor. I understand that as a condition to participate in activities, rides or events at the Texas Ski Ranch, the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Waivers, Releases, Acknowledgement of Risks, and related documents. I am signing those documents, freely, without any fraud or duress, and acknowledge that I have read and understand the same. **\*\* In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify and hold harmless, Helicopter Tours of Texas LLC, Hilltop holdings, Texas Ski Ranch LLC, Camp TSR LLC, TSR Cable LLC, Paul S. Bialick, G&M, TSR Skate LLC, TSR Boat Sales and Service dba The Wake Zone, Cable Wake Parks LLC, TSR Ranch Inc, RIPA Investments, TBS Management Inc, Texas Sphere Ride LLC, and all of their agents, employees, sponsors, partners, officers, directors, and/or affiliated companies/entities, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in activities at Texas Ski Ranch.**



\_\_\_\_\_  
**Participants signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Parent or Guardian**

\_\_\_\_\_  
**Date**

(must be signed in front of TSR employee or form must be notarized)

*(Only fill in this section if not in the presence of a TSR Employee, Notary Stamp may go anywhere)*

Sworn to and subscribed before me on \_\_\_\_\_ the day \_\_\_\_\_ of, 20\_\_\_\_\_.

\_\_\_\_\_  
**Notary Public:**

\_\_\_\_\_  
**Date**

**State & County:** \_\_\_\_\_