



SIGN AND RETURN THIS PAGE AND THE RELEASE & WAIVER OF LIABILITY PAGE TO COMPLETE RESERVATION

CONTRACT FOR RENTAL
BRACKENRIDGE PARK PAVILION

Renter _____

Address _____

Contact Person _____ Phone _____

Alternate Contact _____ Phone _____

Dates _____ Type of Event _____

Time of Event _____ Set up Date & Time _____

I, _____, representing _____, have read and agree to all of the rules, policies and terms of this contract.

Renter's Signature

Date

Please read the Park & Campground Pavilion Rules & Policies that are attached. Responsible adults, age 21 or older, must be present at all functions, such as parties, dances, meetings, etc. that involve underage individuals. No Park Facilities will be rented to minors. **Please Note:** Electrical Outlets and water are available at the Pavilion.

If you have any questions regarding the rules and policies, please contact the Reservation Office at 361-782-5456.

Sign and Return To: Brackenridge Park & Campground
891 Brackenridge Parkway
Edna, TX 77957

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BRACKENRIDGE PARK PAVILION**

In consideration for the use of Brackenridge Park Pavilion (the “Center”) located at 891 Brackenridge Parkway, Edna, Texas, _____ (the “Renter”) for itself and for its assignees, contractors, guests, invitees, and representatives hereby:

1. RELEASES, WAIVES AND DISCHARGES Lavaca-Navidad River Authority (“LNRA”), its officers, directors, agents and employees from all liability to Renter for any and all loss or damage, and any claim or demands on account of injury to the Renter, death, or damage to Renter’s property which occurs as the result of Renter’s presence or use of the Center, regardless of whether such death, injury or property damage is caused by the negligence or other wrongful conduct of LNRA.

2. INDEMNIFIES AND HOLDS HARMLESS LNRA from any loss, liability, damage or cost (including but not limited to attorney fees and costs incurred defending a claim brought by Renter or Renter’s assignees, guests, contractors, invitees or representatives) arising out of or related to Renter’s use of or presence at the Center.

3. ASSUMES FULL RESPONSIBILITY OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the Renter’s presence at or use of the Center, whether caused by LNRA’s negligence or breach of contract.

4. AGREES THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND THE RENTAL INFORMATION AND AGREEMENT EXECUTED BY RENTER is governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of the agreements, then the remaining parts must be enforced, to the extent possible, consistent with the intent of the parties as evidenced by the agreements. Venue for all lawsuits concerning these agreements must be in the State District courts of Jackson County, Texas.

Renter’s Printed Name: _____

Renter’s Signature: _____

Date: _____

BRACKENRIDGE PARK & CAMPGROUND

PAVILION RENTAL RULES & POLICIES

All campers and guests must register before entering the campground. Individual renting campsite OR pavilion is responsible for ensuring compliance with ALL Campground & Park Rules. Individuals under 18 years of age cannot camp without a responsible adult (18 years or older) present.

QUIET HOURS are from 11:00 p.m. to 10:00 a.m. Please be considerate of other campers and keep noise to a minimum during this time.

REFUNDS are only allowed if cancellation is made 72 hours prior to day of check-in or if the campground is closed by Authority actions. There will be a \$10.00 administrative charge for any changes made to a reservation.

CAMPGROUND ENTRANCE GATES are locked at all times and are secured by a keypunch entry pad. This is for the safety and security of our campers and visitors. Campers and visitors are responsible for securing personal items and vehicles for your own protection. The Lavaca-Navidad River Authority (LNRA) is NOT responsible for theft or damages. Visitors should check in at the reservation check-in office for a \$5.00 vehicle/visitor pass and to receive the gate entry code. Vehicle pass must be displayed on rear view mirror of vehicle while in campground. Vehicle parking at the pavilion is limited. Other parking arrangements will need to be made with the Park Office.

RESERVATIONS for facilities may be made up to one (1) year in advance of arrival time. Reservations for a designated monthly campsite may be made one (1) year in advance. Camping reservations for less than one month may be made 90 days prior to arrival date. Monthly campers will be charged the monthly fee regardless of cancellations for stays less than one (1) month.

VEHICLES are to be parked in designated areas only. All vehicles must have a valid Park Pass displayed. **All Terrain Vehicles (ATV's), Dirt Bikes, Golf Carts and Motorized Scooters are not allowed.**

TRASH should be disposed of in the dumpsters provided at the pavilion and/or the metal dumpster at the comfort station. Please help us keep our facilities clean by using the trash disposal areas. **FISH REMAINS should NOT be placed in any of the trash containers.** (See additional fees and charges).

DO NOT PLACE HOT COALS FROM PITS & FIRE RINGS in metal trash containers.

OUTDOOR FIRES are allowed **ONLY** in barbecue grills, camp stoves or other designated areas provided for that purpose. There are no fire rings or grills available at the pavilion.

WILDLIFE is abundant in the park and protected. For your protection and theirs, please do not aggravate or try to pet wildlife. **PLEASE DO NOT FEED THE ALLIGATORS.**

FIREARMS It is unlawful for any person to illegally possess, display or discharge a rifle, sidearm, shotgun, archery equipment, BB or pellet gun in the park or campground.

FIREWORKS are NOT PERMITTED. No personal fireworks are allowed in the park or campground.

METAL DETECTORS are NOT PERMITTED.

DOCKING & BEACHING OF BOATS is limited to designated areas. Please observe all **NO WAKE** signs and buoys. Watch out for submerged stumps and rocks.

GLASS CONTAINERS are NOT allowed in the campground, at the pavilion or on the lake waters or along the shoreline areas.

DO NOT CARVE, PAINT, MARK, BURN or otherwise DEFACE any natural or manmade property within the area. PLANTS, TREES, DEAD WOOD & FOLIAGE are protected and should not be removed or damaged.

TEMPORARY SHELTERS may be erected for dining outdoors to provide protection from flies and mosquitoes.

KID SWIMMING POOLS are allowed and shall not exceed six (6') feet in diameter. The water must not be more than twelve (12") inches deep. Pools must be drained and stored in a secure place when unattended or not in use.

PETS are to be kept quiet and secured by a leash of six (6') feet or less, OR confined. **Pets may not be left unattended.** Please clean up after them. **Pets other than seeing-eye dogs are NOT PERMITTED IN FACILITY BUILDINGS.**

ADDITIONAL FEES AND CHARGES:

Following inspection of the Pavilion after use, your account may be charged as follows:

- 1. For failure to adhere to any aspect of the rental policies or rules for the building including, but not limited to, those topics covering the rules for decorating or cleaning up the building; a fee will be assessed depending on the damage or severity of the mess left behind during the inspection of the facility; the cleaning or damage fee will begin at \$50.00, but will go up based on the price of returning the facility back to its original condition.*

Contact/Renter's Initials: _____ Date: _____

RULES & POLICIES ARE SUBJECT TO CHANGE WITHOUT NOTICE