



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

CONTRACT FOR RENTAL
BRACKENRIDGE GAZEBO

Renter _____

Address _____

Contact Person _____ Phone _____

Alternate Contact _____ Phone _____

Dates _____ Type of Event _____

Time of Event _____ Set up Date & Time _____

Please read the Park & Campground Gazebo 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: There's no electricity, water or restroom facilities available at the Gazebo.

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

Renter's Signature

Date

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
GAZEBO FACILITY**

In consideration for the use of Gazebo (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

GAZEBO RULES & POLICIES

Individual renting Gazebo is responsible for ensuring compliance with ALL Campground, Park, and Gazebo Rules. Individuals under 21 years of age cannot rent or use any Park facilities without a responsible adult (21 years or older) present.

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

REFUNDS are only allowed if cancellation is made seventy-two (72) hours prior to day of facility rental or if the Park or 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. Rental of the Gazebo does not provide entrance into the campground. Individuals renting campsites are provided the entrance code with campsite rental. There is a maximum of three (3) vehicle allowed at each campsite. Two vehicle passes are provided with campsite rental. One additional vehicle pass may be purchased at the Park Office for \$5.00 to receive the gate entry code. Vehicle pass must be displayed on rear view mirror of vehicle while in campground.

The Lavaca-Navidad River Authority (LNRA) is NOT responsible for theft or damages.

All Terrain Vehicles (ATV's), Dirt Bikes, Golf Carts and Motorized Scooters are not allowed.

TRASH should be disposed of in the metal trash containers and dumpsters provided.

OUTDOOR FIRES are not allowed **AT THE GAZEBO.**

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 Park; 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. Such structures must be stored during storms and moved for maintenance operations.

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.**

RULES & POLICIES ARE SUBJECT TO CHANGE WITHOUT NOTICE