

LAKE TRAVIS UNDERWATER CLEANUP - SEPTEMBER 12, 2010
DIVER RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION

As a participant in the Lake Travis Underwater Cleanup, a shoreline and underwater cleanup on September 12, 2010 (hereinafter referred to as the "Cleanup"), I, the undersigned participant, hereby declare that I am a scuba diver certified by _____, trained in safe diving practices, and am aware of the inherent hazards of skin and scuba diving.

As consideration for being permitted to participate in the Cleanup, I, individually, and on behalf of my heirs, executors, administrators, and assigns, hereby release and discharge the Colorado River Foundation, Travis County, the Lower Colorado River Authority, and Keep Austin Beautiful, and the employees, officers, directors, agents, successors, and assigns of each (collectively referred to hereinafter as the "Released Parties") from any and all actions, claims, demands, losses, and liabilities of any kind or nature arising out of or in any way connected to my participation in the Cleanup, whether arising from the negligence of any of the Released Parties or otherwise.

I further agree to indemnify and hold harmless the Released Parties from any and all losses, liabilities, damages, or costs, including without limitation attorney's fees and court costs, arising out of my participation in the Cleanup, whether arising from the negligence of any of the Released Parties or otherwise.

In addition, I understand that skin and scuba diving are physically strenuous activities and that participants are occasionally injured as a result of heart attack, panic, hyperventilation, or otherwise. I hereby assume full responsibility for and risk of bodily injury, death, or property damage while participating in the Cleanup, whether foreseen or unforeseen, or whether arising from the negligence of any of the Released Parties or otherwise.

I also understand that diving with compressed air involves certain inherent risks: decompression sickness, embolism, or other hyperbaric injuries can occur that require treatment in a recompression chamber. I further understand that this activity may be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with such activity in spite of the possible absence of a recompression chamber in proximity to the dive site.

I declare that I am in good mental and physical fitness for diving, and that I am not under the influence of alcohol, nor am I under the influence of any drugs that are contraindicative to diving. If I am taking medication, I declare that I have seen a physician and have the approval to dive while under the influence of the medication/drugs.

I agree to inspect all of my equipment prior to the activity. I will not hold any of the Released Parties responsible for my failure to inspect my equipment prior to diving.

I further declare that I am of lawful age and legally competent to sign this Release, Assumption of Risk, and Indemnification, or that I have acquired the written consent of my parent or guardian, as indicated below. By signature below, parent or guardian hereby acknowledges that he or she has executed the foregoing Release, Assumption of Risk, and Indemnification for and on behalf of the minor named herein. As the parent or guardian of such minor, I hereby bind myself, the minor and our heirs, executors, administrators, and assigns to the terms of the foregoing Release, Assumption of Risk, and Indemnification. As parent or guardian of Participant (as applicable) I hereby authorize the Released Parties to seek emergency medical care for Participant in case of medical emergencies of any kind or nature.

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Participant has the following health conditions and medical allergies that medical health providers should be aware of for treatment:

In case of medical emergency regarding Participant, _____(contact) at _____ (Phone #) should be notified.

In further consideration of being allowed to participate in the Cleanup, I hereby authorize any of the Released Parties to take and use my picture in various publications of the Released Parties. I do not wish to approve the finished version(s) of the photographs before they are used by any of the Released Parties in these publications, nor do I wish to claim any ownership interest in these photographs. I will not consider such use of the photographs as libelous or an invasion of my privacy, and hereby release the Released Parties from any and all claims arising from the taking or use of such photographs.

I HAVE CAREFULLY READ THIS RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AND UNDERSTAND ALL ITS TERMS. I SIGN IT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS LEGAL CONSEQUENCES.

Signature of Participant _____ Date: _____

Participant Name Printed _____

Signature of Parent/Guardian _____ Date: _____

Parent/Guardian Name Printed _____