

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

As consideration for being permitted to participate in the Lake Travis Underwater Cleanup, a shoreline and underwater cleanup on September 12, 2010 (hereinafter "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 caused by the negligence of any of the Released Parties or otherwise.

In addition, I understand that within the course and scope of my activities as a participant in the Cleanup (which may include, without limitation, riding in one of the Released Parties' vehicles, getting in and out of one of the Released Parties' vehicles, canoeing, swimming, or using one of the Released Parties' equipment or my own personal equipment), I may be exposed to accidents or risks that may result in my illness, personal injury or death, or damage to my property, and I understand and appreciate the nature of such risks. 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 caused by the negligence of any of the Released Parties or otherwise.

The Released Parties shall not be responsible for any lost or stolen items of personal property.

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 _____