

RELEASE OF LIABILITY & ASSUMPTION OF RISK AGREEMENT- Children Under 18

As the parent/guardian of _____, in consideration of being allowed to participate in river or biking activities, and all related events and activities, acknowledge, appreciate, and agree that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death.
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Bastrop County Water Control & Improvement District #2, Rising Phoenix Adventures, Jami Smith-Hanchey, Clay and Laurie Ingram, LCRA, City of Bastrop, the State of Texas, Texas Parks & Wildlife Department, Texas Cooperative Extension, Travis County, Tahitian Village Property Owners Association, ColoVista Golf & Country Club, Lost Pines Hyatt, Environmental Stewardship, Pines & Prairies Land Trust, and any of their officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct these services from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.
This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I understand that equipment must be returned in good condition. In the event of loss or damage, I agree to pay all repair or replacement costs, including legal fees incurred in the collection of said damages.
5. I further agree that I am personally responsible for any damage to equipment that arises from the use of any bicycle or kayak rental used during the rental period, and I agree to reimburse Rising Phoenix Adventures for said damage and that any costs for repair to equipment will be charged back to my credit card. I also understand that I will be charged \$150 for emergency rescue if such is requested or warranted.

X _____
Parent/Guardian Signature Date Emergency Phone Number(s)