

## RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of Travis County, Texas (“County”) allowing the undersigned to engage in certain recreational activities, including rock climbing, rappelling and associated activities (the “Activities”) in the Milton Reimers Ranch Park (the “County Park”), the undersigned (“I”) hereby enters into this legally binding Release of Liability and Indemnity Agreement (this “Agreement”) on the date set forth below. The undersigned acknowledges and agrees that this Agreement shall be valid and binding on the undersigned regardless of whether he/she engages in the Activities one time or on a repeated basis. As used in this Agreement, the term “the undersigned” includes minors in the care of the undersigned. By initialing each paragraph prior to signing, the undersigned agrees to each and every term and condition of this Agreement

\_\_\_\_ 1. I, \_\_\_\_\_, hereby affirm that I have read this document in its entirety. By my signature below and by my initialing each paragraph, I agree to each and every term and condition of this document.

\_\_\_\_ 2. I am aware and am thoroughly informed of the inherent risks and hazards of the Activities, and understand that such risks and hazards include the risk of serious personal injury, paralysis and death. Other risks and hazards of the Activities include, but are not limited to: being hit or crushed by falling rocks, equipment, climbers or other debris; head injuries; sprained or broken bones; poisonous snakes, plants and/or animals; dehydration; hypothermia; injury due to the negligence of myself and/or others; failure of fixed bolts, pitons or climbing equipment; falling onto improperly placed and/or faulty protection; improperly tied knots or buckled harnesses; and improper rope, belay or jumar technique. I understand that the aforementioned risks and hazards are described by way of example only, and that there are numerous other risks and hazards inherent in the Activities. I also understand that the injuries described above are not limited to the activity of rock climbing, rappelling, and associated activities, but may also occur walking or hiking on any of the trails in the County Park.

\_\_\_\_ 3. I understand that the bolts, pitons and fixed climbing protection on climbing routes ARE NOT MAINTAINED. I understand that there are hidden or obvious, natural or unnatural, dangerous conditions at the County Park.

\_\_\_\_ 4. In consideration for the County allowing me to enter the County Park and to engage in the Activities:

\_\_\_\_ a. I, on behalf of myself, my family, heirs, successors, assigns and anyone claiming any interest through me, or on my behalf, hereby KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY WAIVE, RELEASE, ACQUIT, FOREVER DISCHARGE, AND AGREE TO HOLD HARMLESS Travis County and its officials, employees and agents (collectively, the “Released Parties”), from any and all actions, suits, claims, damages and liability of every kind, including all expenses of litigation, court costs and attorneys fees, that I, my family, heirs, successors, assigns, and anyone claiming any interest through me, may have for any damage, injury, paralysis, loss or death to myself or any other person or property, whether such damage, injury, paralysis, loss, or death results from the negligence of any of the Released Parties or from some other cause.

\_\_\_\_ b. I understand and agree that none of the Released Parties may be held liable or responsible in any way to me or my family, heirs, successors, assigns, or anyone claiming any interest through me, for any injury, death, or other damages that may occur as a result of my participation in the Activities. Neither my family, heirs, successors, assigns, or anyone claiming an interest through me, will bring any legal action whatsoever against any of the Released Parties

as a result of such damage, injury, paralysis, loss, or death to myself or any other person or property that arises out of my participation in the Activities.

\_\_\_\_\_ c. I hereby personally assume all risks, whether foreseen or unforeseen, in connection with my participation in the Activities, for any harm, injury, including paralysis or death, that may befall me or my property while I am participating in the Activities, including the risk of negligence of any party or participant, including the Released Parties.

\_\_\_\_\_ d. I hereby agree to and shall indemnify and hold harmless the Released Parties from and against any and all losses, injuries, costs, damages, claims, demands, suits, actions, liabilities, judgments and expenses, including without limitation, litigation costs and all attorneys' and experts' fees and expenses, on account of any and all damage to or loss or destruction of any property or injury to or death of any person arising directly or indirectly out of or in connection with my participation in the Activities, whether caused by the negligent act or omission of the Released Parties or otherwise. **IT IS EXPRESSLY UNDERSTOOD BY ME THAT BY THE TERMS OF THIS PARAGRAPH LICENSEE IS HEREBY AGREEING TO INDEMNIFY THE COUNTY AND HOLD IT HARMLESS FROM THE CONSEQUENCES OF THE COUNTY'S OWN NEGLIGENCE, WHETHER SUCH NEGLIGENCE BE JOINT OR CONCURRENT, ACTIVE OR PASSIVE.**

\_\_\_\_\_ 5. By signing this Agreement, it is my intent to release, waive, and indemnify all of the Released Parties from liability connected with my participation in the Activities, and to personally assume all risk of injury or death.

\_\_\_\_\_ 6. I understand that the terms of this Agreement are contractual and not a mere recital and that I have signed this Agreement voluntarily and of my own free act. If any part of this Agreement is held unenforceable, such part shall be stricken and the remainder of this Agreement shall continue to be in full force and effect.

\_\_\_\_\_ 7. I further state that I am of lawful age and legally competent to sign this Agreement or that I have acquired the written consent (below) of my parent or guardian.

8. I have read and understand this Agreement, and sign this document on behalf of my heirs and myself.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

I agree to all of the above Agreement provisions on behalf of myself, my spouse, my children, our heirs, successors, and assigns. Signature of Parent or Guardian (if under 18 years of age):

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Witness Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_