

LCRA RELEASE FROM LIABILITY

Activity: _____

Date of activity: _____

Participant name: _____

(please print)

I, the undersigned Participant or Parent or Legal Guardian of Participant, fully understand and agree that participation in the above Activity associated with the Lower Colorado River Authority (LCRA) and/or the Hyatt Regency Lost Pines Resort and Spa, or other activities, such as riding in an LCRA vehicle, getting in and out of an LCRA vehicle, rafting, kayaking, canoeing, swimming, participating in low and high elements on the challenge course or using LCRA equipment or my own personal equipment, may result in accidental or other physical injury or property damage. I assume all the foregoing risks and accept personal responsibility for the damages following such injury or damage. I, for myself, my heirs, legal representatives, and assigns agree to assume the risk of such injury or damage and do hereby **RELEASE, ACQUIT, and FOREVER DISCHARGE** LCRA and their respective successors, assigns, directors, agents, and employees (collectively referred to herein as "Released Parties"), from any and all manner of causes of action, lawsuits, claims, demands, judgments, and damages of every kind and character, known or unanticipated, **including, but not limited to, claims of Released Parties negligence or the condition or use of the property of any of the Released Parties**, that I have or could have against the Released Parties or any of them, resulting from or arising out of participation in the Activity. The Released Parties shall not be liable or responsible for, and shall be saved and held harmless by me from and against any and all claims and damages of every kind, including reasonable and necessary costs and attorneys' fees, for injury to or death of any person and for damage to or loss of property, which I, or my heirs or assigns, have or may have arising out of or associated with, directly or indirectly, the Activity or the condition of property owned or controlled by the Released Parties. LCRA shall not be responsible for any lost or stolen items of personal property.

To the extent that LCRA sponsored activities occur on property owned by Marjorie A Leach, this release shall also apply to all accidental or physical injury or property damage occurring on the Leach Property and shall, in addition, release Marjorie A Leach and her respective heirs, executors and assigns on the same terms and to the same extent as the release in favor of LCRA in the paragraph above.

First aid will be available and medical and/or hospital care will be provided in case of serious illness or injury. I understand that if serious illness or injury occurs to my child, I (the undersigned legal parent or guardian) will be notified. I give permission for the participant to receive emergency treatment or surgery as recommended by the attending physician.

By signing this release, I state and declare that I have read it carefully, that I understand all of its terms, and that I voluntarily execute it with full knowledge of its legal consequences.

Participant's Signature: _____ Date Signed: _____

Signature of Parent or Guardian: _____

(If participant is a minor)

Witnessed:

(Signature of witness)

Aug. 2013