

WAIVER OF LIABILITY FOR THE GREAT CASTELLKAYAK RACE 2004

In consideration, the receipt and sufficiency of which is hereby acknowledged, for being allowed entry into and participation in The Great Castel Kayak Race , (known hence as the “Activity”)
Said undersigned hereby enters into this RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (this “Agreement”) as of the date set forth below.

1. **ACKNOWLEDGMENT OF RISKS:** The undersigned recognizes and understands that there are risks associated with the great outdoors and a wild river and with their participation in the Activity including, but not limited to, bodily injury or death to persons and damage to property. The undersigned further acknowledges and understands that they will be held liable and responsible for any and all damage to persons, livestock, vehicles, property and/or improvements to property that is caused by them and/or any persons (including, but not limited to, minors) under their care and control, and that arise out of, or are related to, the undersigned’s entry into and participation in the Activity.
2. **APPLICABILITY AND SCOPE OF RELEASES AND INDEMNITIES:** For purposes of this Agreement, “Claims” shall mean any past, present and future claims, losses, costs, expenses, liabilities, demands, or causes of action, and costs of defense or settlement (including, without limitation, attorneys’ fees and court costs). The releases, waivers and indemnities contained in this Agreement expressly shall apply regardless of whether the Claims to be released, waived or indemnified against arise, or are alleged to arise, from (i) NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, NEGLIGENCE PER SE, and/or STRICT LIABILITY, of Race Activity management or their respective present and former officers, directors, members, subsidiaries, affiliates, employees, staff and agents and any other person, firm or corporation bound to defend or pay judgments against them (the “Released Parties”); (ii) personal injury, death or property damage; (iii) acts under the Texas Deceptive Trade Practices Act (“DTPA”); (iv) acts of any other persons or guests; (v) theft, burglary, assault, or other crimes; (vi) fire, water, wind, rain, flood and/or smoke and/or (vii) any other risks and hazards associated with the undersigned’s entry into and participation in the Activity, including, but not limited to, the general conditions at the Activity.
3. **RELEASE FROM LIABILITY:** The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES, and WAIVES any and all Claims against any of the Released Parties that arise from or relate to their entry and participation in the Activity – including, but not limited to, the types of claims enumerated in Paragraph 2 – and agree not to sue any of the Released Parties for such Claims. Without limiting the foregoing, the undersigned agrees that the Released Parties shall not be liable to them, their family, or their guests, for personal injury, property damage, or any other Claims arising from or related to the undersigned’s entry into and participation in the Activity.
4. **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** The undersigned agrees to INDEMNIFY and HOLD HARMLESS the Released Parties against any and all Claims arising from or related to the undersigned’s entry and participation in the Activities – including, but not limited to, the types of Claims enumerated in Paragraph 2. In addition, and without limiting the foregoing, the undersigned agrees to INDEMNIFY the Released Parties for any Claims for injuries to any minors under their care and control and/or his or her parent/guardian, and for any Claims asserted by, through or under the undersigned, arising from or related to the undersigned’s entry into and participation in the Activities – including, but not limited to, the types of Claims enumerated in Paragraph 2. As used herein, “INDEMNIFY” means to agree to assume the Released Parties’ liability in a situation, thereby relieving them of responsibility, and/or reimbursing the Released Party for Claims asserted against them.

Signature – _____ Date _____

Name Printed _____

If the person on whose behalf this Agreement is being executed is a minor, a parent or legal guardian must also execute this Agreement.

Signature – _____ Parent/Guardian Date _____

Name Printed _____
Relationship to Minor _____