



Austin Explore, LLC

EXPLORER PARTICIPANT AGREEMENT
(Including assumption of risks and agreements of release and indemnity)

_____ (Participant's Printed Name)

Please read this document carefully. It contains information about the program and activities of Austin Explore, Inc. (also sometimes known as "Explore Austin" and referred to herein as "Explore") and may limit the legal rights of participants and families in the event of an injury or other loss. All Participants must sign. If the Participant is under 18 years of age at least one parent (preferably both), or guardian (parent or guardian being referred in this agreement as "Parent"), must also sign, for themselves and on behalf of the minor Participant.

In consideration of the services of Explore, I, Participant, and Parent, if applicable, acknowledge and agree as follows:

Activities and Risks:

I understand that the activities of Explore include rafting, canoeing, kayaking, fishing, hiking, camping, backpacking, challenge (or ropes) course work, mountain biking and rock climbing. Participants may engage in other activities, some of which may be unplanned and unsupervised. Certain risks are inherent in Explore activities – that is, they cannot be eliminated without destroying the unique character of the activity. These and other risks can cause loss or damage to a Participant's equipment, accidental injury, illness, and in extreme cases, permanent injury or death. Explore does not wish to frighten its Participants or reduce their enthusiasm for these activities, but believes it is important for Participants and their families to understand the risky nature of the activities in which they may engage. The following describes some but not all of the inherent risks of Explore activities:

Weather may change rapidly and unpredictably, and may cause injury directly (for example, rain or hail storms, sunburn, lightning strikes, cold temperatures, and the like) or indirectly (for example, performance of equipment may be impaired by weather conditions).

Equipment used in activities may break, fail, or malfunction, despite reasonable maintenance and use. Some of the equipment used in activities may inflict injury, even when used as intended. Persons using equipment may lose control of such equipment and cause injury to themselves and others.

Most activities take place in a natural environment, where unexpected, unseen, and unmarked objects and conditions create risk of injury or death from falling, tripping, slipping, insect or animal contact, unstable surface conditions, falling rocks and objects, potentially harmful vegetation and the like.

Activities near or in the water, including canoeing, rafting, kayaking, fishing, hiking and, backpacking and the like, involve risk of injury, illness and drowning. Because they are in a natural environment, lakes, ponds, streams, rivers and creeks present risks of water movement, subsurface conditions, cold water temperatures, water impurities, and the like. Participants may strike or be struck by objects in, under or over water surfaces. They may fall out of or be struck by, watercraft.

Explore staff (which includes both paid employees and volunteers) use their training, experience, and judgment in assessing and reacting to circumstances including weather, terrain, water conditions, other natural phenomena, and Participants' capabilities and other aspects of the activity. The staff may misjudge such matters. Participants, too, may act carelessly, including ignoring instructions.

Participants will travel by means of public transportation or in vehicles rented by Explore and operated by its staff. Vehicles owned and operated by staff members and/or mentors will also be used. Motor vehicle accidents may occur in the course of transporting Explore Participants to or from activities or locations.

Explore will engage the services of independent vendors for certain services. I hereby release the vendors, their employees and agents, from any action, claim or demand for personal injury or property loss arising from or due to any negligent act or omission of the vendor, its agents or employees. This release shall have no effect with regard to damages caused by the vendor's gross negligence. In the event the vendor provides transportation for the registered participant, this waiver and release shall extend to and release the vendor's employee driver from any and all liability.

Other risks associated with moderate to vigorous activities in and out of doors exist, and I understand that a complete listing of the risks of Explore activities is not possible.





Assumption of Risks

I agree to assume and accept full responsibility for the risks of enrolling and participating in activities of Explore, inherent and otherwise, and whether or not identified above, even if they arise from the negligence of Explore or others. If the Participant is a minor, I, Parent, have discussed the activities and risks with the minor, who wishes to participate nevertheless. Participation in any Explore activity is purely voluntary, no one is forced to participate, and I (or the minor) elect to participate in spite of and with full knowledge of the risks.

Release and Indemnity

I, an adult Participant, or Parent, for myself and to the maximum extent allowed by law on behalf of the minor Participant, hereby release and waive any and all claims of liability against Austin Explore, Inc., its owners, officers, directors and staff and the owners and operators of premises on which its activities are conducted (“Released Parties”) for property damage, injury, illness, death or any other loss suffered by me, or the minor Participant, in any way related to my, or the minor’s, enrollment or participation in an Explore program or activity.

I further agree to hold harmless and indemnify (that is, defend and pay, including costs and attorneys fees) Released Parties and each of them, with respect to any claim, asserted by me, the minor Participant, a member of our respective families, or any other person, for property damage, injury, illness, death or any other loss either incurred by, or caused by, me, or the child, in any way related to my, or the child’s, enrollment or participation in an Explore program or activity.

These agreements of release and indemnity include claims of a Released Party’s negligence, but not gross negligence or intentionally wrongful conduct.

Other

By participating in or attending any activity in connection with this program, I consent to the use of any photographs, pictures, film, or videotape taken of me, or the minor Participant, or provided by me, or the minor, for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to the same.

By signing below, I consent to Explore Austin’s collection, analysis and use of personal data concerning the minor Participant and his or her household that will be provided by the minor Participant directly, through surveys I complete, and through data requests from the minor Participant’s school. This information may include but is not limited to: demographic information, address, attendance, grades, behavioral incidents, personal concerns, and results from any number of surveys and/or tests. I understand that by signing below I consent to cooperating in the gathering of this data for the use of Explore Austin staff whether the minor participant in question is selected as an Explore Austin beneficiary or selected as member of a control group.

In the event of a medical emergency, I hereby give permission to Explore staff, including volunteers, to secure medical treatment which may include, but not be limited to hospitalization, surgery, ordering of injection, administering of anesthesia, or taking of medication(s) for me or the minor Participant. Explore representatives and the third party medical care provider are authorized to exchange medical information pertinent to the care sought.

Except as otherwise provided below, the laws of the State of Texas (not including such laws as might apply the laws of another jurisdiction) shall apply to the interpretation of this agreement and any dispute, in contract or tort, between me, or the minor Participant, and a Released Party. If a complained-of loss occurs in another state, or pertains to an activity conducted or to be conducted in another state, the laws of that state shall apply, not including such laws as might apply the laws of another jurisdiction. In any event, the venue of any dispute shall be the courts of Travis County, Texas.

This agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

_____ **Date** _____

Signed (Participant)

_____ **Date** _____

Signed (Parent or Guardian if the participant is under 18)