

Event (circle one below)

Hayride Trail Clean Up River Clean Up Highway Clean Up

Date: _____

**FRIENDS OF GARNER
PARTICIPANT AGREEMENT, INCLUDING ACKNOWLEDGMENT/ASSUMPTION OF
RISKS AND AGREEMENTS OF RELEASE AND INDEMNITY**

IMPORTANT! READ THIS DOCUMENT CAREFULLY. It affects your legal rights. It must be signed by adult (18 years of age and older) participants in activities offered by Friends of Garner ("FOG"). It must be signed also by at least one parent or legally appointed guardian (each referred to in this document as "Parent") of a minor Participant (under 18 years of age.) The parent or guardian agrees to these terms individually and on behalf of the minor. Only a parent or legally appointed guardian may sign for a minor Participant. References in this agreement to "I" include adult participants and Parents, unless otherwise clearly indicated.

Agreement to Participate

In consideration of the services of FOG, I, for myself and on behalf of any minor child of mine who is a Participant, acknowledge and agree as follows:

Activities and Risks

I am voluntarily participating on the trip with the knowledge and understanding of the numerous risks and dangers involved including, but not limited to: 1) physical exertion for which I may not be prepared; 2) forces of nature, including extreme heat cold, hail, rain, lightning and intense sun; 3) travel, whether in improved, urban or remote areas, by motor vehicle, foot or other form of active or adventure travel; 4) defects in and the malfunction of equipment; 5) accident or illness without access to means of rapid evacuation or availability of medical supplies, and the inadequacy of medical attention once provided; 6) negligence (but not the willful, reckless or fraudulent conduct) on the part of FOG, its employees, officers, agents or others, including other participants; 7) while hiking or moving about the land, encounters with dangerous plants, animals and reptiles, including poisonous snakes, and unstable and rough terrain; and 8) incidents ordinarily associated with adventure travel.

These and other activities of FOG, and their risks, may result in injuries, illness, death, and other losses. I acknowledge and understand that the enjoyment and excitement of adventure travel and activities is derived in part from their inherent risks, including those described above, beyond the accepted safety of life at home or work, and that these inherent risks contribute to such enjoyment and excitement, and are themselves among the reasons for my participation.

Acknowledgment and Assumption of Risks

I understand and acknowledge that the above list is not complete or exhaustive and that other risks, known or unknown, and inherent or otherwise, may result in personal injury, mental distress, death, illness, disease or property damage. I acknowledge and assume, for myself and for the minor Participant for whom I sign below, all risks of the activities of FOG, and, I agree to be responsible for my own and the child's welfare and accept any and all risks of delay, unanticipated events, illness, injury, emotional trauma or death. If I am the parent of a minor Participant, I represent that I have discussed the risks and possible outcomes with the child and the child wishes to participate in spite of the risks.

Release and Indemnity

I, for myself and on behalf of the minor Participant for whom I sign below, hereby release, discharge and indemnify ("indemnify" meaning to pay or reimburse claims and costs, including attorneys fees) Friends of Garner and each of its officers, directors, members, employees, and agents (the "Released Parties") from and against any and all liability arising from my participation in the trip. I agree that this release and indemnity agreement shall be legally binding upon me personally, and upon all minors for whom I sign below, my heirs, successors, assigns and legal representatives. It is my intention to fully assume all the risks of travel and to release the released parties and each of them from any and all liabilities to the maximum extent permitted by law. These agreements of indemnity and release include claims of negligence, but not claims of gross negligence or intentional wrongful conduct.

Other

I understand that FOG reserves the right to refuse participation to any person it judges to be incapable of meeting the rigors and requirements of participating in the activities. I understand that FOG reserves the right to take photographic or film records of any of its trips and hereby agree that FOG may use any such photographic or film records for promotional and/or commercial purposes; and I consent to such use by third parties with whom FOG may partner for a joint marketing effort.

FOG is authorized to administer or obtain medical care for me and to exchange pertinent medical information with a third-party care giver.

The venue of any dispute that may arise out of this Agreement between the parties to which any Released Party is a party shall be the State District Court in Uvalde County, Texas.

KNOWING AND VOLUNTARY EXERCUTION

I have carefully read this acknowledgment and agreement and fully understand its contents. I am aware that this is a release of liability and a contract between me and FOG and its affiliated organizations and I sign it of my own free will and intend for it to be enforced to the fullest extent allowed by law.

Printed Name of Participant _____ Signature of Participant _____

Signature Date _____ Date of Birth _____

PARENT OR GUARDIAN OF A MINOR

I/We as parent or guardian of the below named minor(s), hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms of the Agreement, above.

Full Name(s) of Minor(s) and Dates of Birth _____
Signature of Parent or Guardian _____

Print Name: (Last) _____ (First) _____

Phone: _____ Email: _____

For value received, receipt of which is hereby acknowledged, I hereby irrevocably consent to and authorize the use by Friends of Garner, and its assignees and licensees, of any and all photographs and videos taken of me, and any reproduction of them in any form in any media whatsoever, and in any derivative work, throughout the world, and to use them for any purpose. I also consent to the use of my own name or any fictitious name which may be chosen by Friends of Garner in connection with any such photographs or videos. I hereby release any and all claims whatsoever in connection with the use of my likeness, whether in photograph, video, or other media or form, as well as my name and any other personal indicia against Friends of Garner or its affiliates. I hereby waive any right that I may have to inspect or approve any photograph or video containing my likeness or bearing my name or other personal indicia.

This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their respective heirs, personal representatives and successors.

Signature: _____

Printed Name: _____

Date: _____

All riders under the age of 18 must be listed below with parent(s) or guardian(s) signatures.

Parent/Guardian Signature: _____

Printed Names of Minors: _____

Date: _____