



Guadalupe-Blanco River Authority

GBRA CANYON LAKE GORGE LIABILITY AND PHOTO RELEASE & MEDICAL REIMBURSEMENT AGREEMENT

I am freely signing this Liability Release Agreement for myself or on behalf of my minor child, as applicable. I understand that entering the Canyon Lake Gorge for any purpose including without limitation, participating in a tour or volunteering may be hazardous to my personal health and safety. I agree to follow the instructions of the Canyon Lake Gorge Representative. I understand that I am incurring all of the risks associated with the area, including without limitation, falls, bumps, strains and sprains, being struck by loose rocks or timber, being stuck or trapped, being bitten or scratched by wild animals, being bitten or stung by insects or other invertebrates, and exposure to rabies and other diseases. I also understand that I am assuming all risks associated with any contagious, viral or other diseases that exist in any public place where people are present including without limitation COVID-19. I agree to follow the directions on all posted signs and directions from GBRA and GPS including social distancing guidelines.

Understanding this, I hereby RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS United States Army Corps of Engineers ("USACE"), Gorge Preservation Society ("GPS") and the Guadalupe-Blanco River Authority ("GBRA") (collectively referred to as the "Entities") their agents, volunteers, employees, officers, directors, and successors, from and against any and all liability, claims, demands and judgments which I may have, or which my heirs, executors, administrators or assigns may have or claim to have against the Entities their successors, employees, officers, directors or volunteers, for any and all claims, demands, actions, and causes of action of whatever nature or character, known or unknown, which may be asserted by any person, firm, or corporation, whoever claiming by, through or under me for 1. personal injuries, death, and/or property damage caused by, or arising out of, my entry to the property and/or activities on USACE/GBRA/GPS property or 2. libel, defamation, invasion of privacy or right of publicity arising from Entities' use or alteration of My Likeness (or any part thereof).

I agree and understand that recording, which may include my image, appearance, voice, name and/or biographical material ("My Likeness") may be made and/or produced at the Canyon Lake Gorge. I hereby give the Entities permission to use, reproduce, duplicate, broadcast and distribute My Likeness, in any and all media, including but not limited to the Internet, whether now known or hereafter devised, in perpetuity. I agree that I have no claim for compensation, that My Likeness may be used in commercial or advertising materials, that My Likeness may be edited at the Entities' sole discretion, and that I waive any right to inspect or approve the finished version.

I agree that if I require rescue, emergency medical transportation or medical care, I WILL PAY THE TOTAL COSTS OF SUCH SERVICES, and I, or my heirs, executors, administrators, or assigns, will reimburse the Entities, and/or others for the costs incurred in performing any such services on my behalf within thirty (30) days of receipt of written demand.

I have carefully read this Liability Release Agreement or had it read to me and I understand all of its terms. This release shall be binding upon me and my heirs, next of kin, executors, administrators and assigns. I am signing voluntarily and with full knowledge of its legal consequences and of the personal risks to me. I have not relied upon any information from the Entities, or any of their employees, agents, or servants in deciding to make this release and agreement.

Participant (Print LEGIBLY) _____ **Date** _____

Participant (Signed) _____

IF PARTICIPANT IS UNDER AGE 18, PARENT OR GUARDIAN MUST SIGN ON THEIR BEHALF: All of the above applies to my minor child for whom I am the legal guardian and signing on their behalf.

Parent (Signed) _____