



## READ CAREFULLY WAIVER AND RELEASE OF LIABILITY

In consideration of Zilker Park Boat Rentals furnishing services and/or equipment to enable me to participate in Zilker Park Boat Rentals activities and rentals, I agree as follows:

### THERE ARE RISKS!

I understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers and hazards and such exists in my use of Zilker Park Boat Rentals equipment and my participation in Zilker Park Boat Rentals activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability; (c) these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of Zilker Park Boat Rentals; the negligence of the participants, the negligence of others, accidents, breaches of contract, forces of nature and other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location and water level, risks of falling out of or drowning while canoeing and kayaking and such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment.

I hereby assume all risks and dangers and all responsibility for any losses and damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Zilker Park Boat Rentals, or by any other person.

### ZILKER PARK BOAT RENTALS IS RELEASED FROM ANY LIABILITY

On behalf of myself, my personal representatives, and my heirs, I voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Zilker Park Boat Rentals and its owners, agents officers and employees as well as the City of Austin, from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Zilker Park Boat Rentals equipment or my participation in Zilker Park Boat Rentals activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Zilker Park Boat Rentals and the City of Austin.

### VENUE

The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Zilker Park Boat Rentals or its agents is a party shall be in a court in Austin, county of Travis, State of Texas.

**I HAVE READ THE ABOVE WAIVER AND RELEASE, AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE ZILKER PARK BOAT RENTALS AND THE CITY OF AUSTIN FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.**

### Renter #1 — I HAVE READ THE ABOVE WAIVER

SIGNATURE \_\_\_\_\_ AGE \_\_\_\_\_ DATE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ HOME PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

### Renter #2 — I HAVE READ THE ABOVE WAIVER

SIGNATURE \_\_\_\_\_ AGE \_\_\_\_\_ DATE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ HOME PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

### Renter #3 — I HAVE READ THE ABOVE WAIVER

SIGNATURE \_\_\_\_\_ AGE \_\_\_\_\_ DATE \_\_\_\_\_ PRINTED NAME \_\_\_\_\_  
STREET ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ HOME PHONE \_\_\_\_\_ E-MAIL \_\_\_\_\_

**TURN OVER PAGE FOR CHILD PERMISSION**



## PARENT/GUARDIAN PERMISSION FORM

(This form to be used for minors, under 18 years of age, only)

I hereby grant permission for my child (children) \_\_\_\_\_ and \_\_\_\_\_ to participate in kayaking/canoeing at Zilker Park Boat Rentals on (date) \_\_\_\_\_, and hereby agree as follows:

### THERE ARE RISKS!

I fully understand and acknowledge that: (a) risks and dangers exist in my child's use of a canoe or kayak and my child's participation in canoeing or kayaking activities; (b) my child's participation in such activities and/or use of such equipment may result in injury or illness or death or damage to personal property (c) these risks and dangers may be caused by other participants or by accidents or by forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, selection of lake or river route, water level, weather conditions, equipment failure, risk of falling out of a canoe or kayak or other such risks, hazards and dangers that are integral to recreational activities that take place in an outdoor recreational environment; and (d) I hereby accept and assume these risks and dangers

### CHILDREN MUST WEAR THEIR LIFE JACKETS!

I have been advised that my child must wear an approved personal flotation device at all times while on the water. I affirm that my child will not be under the influence of alcohol or controlled substance and will not carry, use or consume these substances before or during his/her scheduled activities. Any claims or dispute arising from my child's participation in Zilker Park Boat Rentals activities or use of Zilker Park Boat Rentals equipment shall be venued in a court in Austin, county of Travis, State of Texas.

### CHILD IS IN GOOD HEALTH AND PHYSICALLY ABLE

My child is in good health and of sufficient age for any and all activities offered by Zilker Park Boat Rentals. I understand that strenuous physical exertion may be required and my child has no physical disabilities or health problems which will present any risk to his/her participation in the activities. I release and agree to indemnify and hold harmless the RELEASEE from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law. I permit the use of any photos, slides, films, or sketches of him/her taken during the day's activities for publicity, advertising, promotion or other commercial purpose. The above agreement shall be binding on my heirs, successors, assignees, administrators and executors.

**I HAVE READ THE ABOVE AND BY SIGNING IT, AGREE. IT IS MY INTENTION TO GRANT PERMISSION FOR MY CHILD TO PARTICIPATE IN ZILKER PARK BOAT RENTALS' CANOEING/KAYAKING ACTIVITIES AND TO ASSUME AND ACCEPT ALL RISK ASSOCIATED THEREWITH.**

Group Name (if applicable) \_\_\_\_\_

Parents Name (Print) \_\_\_\_\_ Signature \_\_\_\_\_

Street and Apt. Address \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Outing date: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Age: \_\_\_\_\_ Outing date: \_\_\_\_\_

Child #1 Signature \_\_\_\_\_

Child #2 Signature \_\_\_\_\_

**DO NOT LOSE. PLEASE GIVE COMPLETED FORM TO GROUP LEADER:**