Rio Grande—Lower Canyons
Assumption of Risks and Agreements of Release and Indemnity

In consideration of being allowed access to properties comprising the Rio Grande Wild and Scenic River Management Area ("The Premises"), which would otherwise have been denied because of the inherent hazards associated with The Premises, I, _____ for myself and for any minor child who accompanies me or of whom I am parent or guardian, represent, acknowledge, understand, and agree as follows:

The Premises and activities thereon may be hazardous. The hazards may not be apparent. They can result in property loss, injury or even death. The hazards include, but are not limited to: the condition of, including lack of maintenance of, the land, its structures and improvements; erosion, rock falls, pits, wells, and ponds; unstable or otherwise dangerous walking, climbing, or resting conditions which might cause falls or other injuries; poisonous snakes, and other reptiles, insects, plants, and wild and domestic animals which may cause harm; fire and the unpredictable forces of nature, including wind, flash floods, and lightning; accidents or illness without means of prompt evacuation or medical attention; leg hold traps and poison baits on adjacent properties; and careless and negligent conduct of persons on or off The Premises, including the use of firearms.

I, for myself and the minor child, if any, hereby expressly acknowledge and voluntarily assume all of the risks associated with these and all other hazards of The Premises, whether or not these risks are inherent or known to me, and I accept full responsibility for any loss which I or the minor child may suffer in whole or in part because of them.

I, for myself and the minor child, to the fullest extent allowed by law, agree to release and hold harmless the Lower Canyons landowners (being the fee simple owners of The Premises, including an individual or participant in a partnership, corporation, joint venture, or other legal entity; or a legal relative, employee, tenant, assign, agent or guest - the "Released Parties") from any claim which I (or the minor child), our estates, or any member of our families, may have for any loss (including property damage, personal injury or death) suffered by me (or the minor child), arising in whole or in part from any activity on, or a condition of, The Premises and such other lands accessed by me (or the minor child) thru The Premises.

Also, to the fullest extent allowed by law, I agree to indemnify (that is, defend and protect by payment or reimbursement, including attorneys' fees and costs) any and all Released Parties from any claim which may be brought by the child, or by a third party, including a co-participant, rescuer, or member of my or the child's family, asserting a loss, including by reason of an injury to me, or my death (or the death or injury of the minor child) arising in whole or in part from my or the child's presence on The Premises or adjacent lands.

I UNDERSTAND AND AGREE THAT THIS RELEASE AND INDEMNITY WILL BE ENFORCED EVEN IF THE CLAIM ARISES IN WHOLE OR PART FROM ANY NEGLIGENCE OF A RELEASED PARTY.

Nothing in this document is intended to, or shall, reduce the protection given to the Released Parties, or enlarge their duty of care, under Texas' Recreational Use Statute (Tex. Civ. Prac. & Rem. Code § 75.001 - .004.)

If any portion of this document is deemed not enforceable by a Court of Law, the remaining portions nevertheless shall remain in full force and effect.

The substantive laws of the State of Texas (not including any law which may apply the laws of another state) shall apply to any dispute between the Released Parties and participant, his parent or guardian, and any other party to this agreement. Any suit shall be brought in the Texas County in which the incident giving rise to the claim occurs.

_____   _____   _____
Date   Age   Signature of Participant

_____
Parent or Guardian of Minor Participant, or other Responsible Adult

_____   _____
(List Names of Minor Children)   (List Names of Other Responsible Adults)

_____   _____

_____   _____

_____   _____

_____   _____

Revised 2-2006