

UGRA River Clean Up Pre Registration Form

Thank you for choosing to preregister for the 2010 River Clean Up to be held on July 24, 2010. Please print and complete the form below for each participant **and** the waiver on page 4 for each participant and return to UGRA by either fax or mail no later than July 16, 2010:

UGRA
Attn: River Clean Up
125 Lehmann Drive
Suite 100
Kerrville, TX 78028

Fax: 830-257-2621

Name: _____

Address (optional): _____

Phone number (optional): _____

Email address: _____

Preferred Clean Up location: _____

Are you with a group? If so what is the name: _____

Special instructions or comments: _____

The first 100 pre registered volunteers will receive an official 7th Annual River Clean Up T-shirt. Additional t-shirts will be given away on a first come basis the morning of the clean up. We can not guarantee you will receive your preferred size.

T-shirt size (circle one):

Youth S Youth M Youth L Adult S Adult M Adult L Adult XL Adult XXL

UGRA will contact you a few weeks before the clean up to confirm your registration, assign your clean up location and arrange for you to pick up your supplies. You can choose to pick up your supplies from UGRA the week before the clean up or from Louise Hays Park on the morning of the clean up. If you pick up supplies in advance, you can report directly to your clean up location on the morning of the 24th.

Instructions for Completing the Release and Waiver of Liability Form

If the volunteer is an adult (age 17 or older), complete the sections of the form highlighted in yellow **and** blue.

If the volunteer is a minor child (under age 17), the parent or legal guardian should complete the sections of the form highlighted in green **and** blue.

All forms must be witnessed by an adult.

Please print the waiver on page 4 only and complete it per the instructions above using the color coded copy as a guide.

RELEASE AND WAIVER OF LIABILITY

This **Release and Waiver of Liability** (the "Release") is executed [redacted] (date, year), by [redacted] (the "Volunteer"), in favor of The Upper Guadalupe River Authority ("UGRA"), its directors, officers, employees, and agents. The Volunteer desires to participate in UGRA's River Cleanup program ("River Cleanup Program"), which the Volunteer understands consists of taking water samples from the Guadalupe River and its tributaries. The Volunteer freely, voluntarily, and without duress executes this Release under the following terms:

RELEASE AND WAIVER OF LIABILITY FOR A MINOR CHILD

This **Release and Waiver of Liability** (the "Release"), is executed [redacted] (date, year), by [redacted], a minor child (the "Volunteer"), and [redacted], the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of The Upper Guadalupe River Authority ("UGRA"), its directors, officers, employees, and agents. The Volunteer and Guardian desire that the Volunteer participate in UGRA's River Cleanup Program ("River Cleanup Program"), which the Volunteer and Guardian understand consists of taking water samples from the Guadalupe River and its tributaries. The Volunteer and Guardian freely, voluntarily, and without duress execute this Release under the following terms:

1. **Waiver and Release.** Volunteer and Guardian release and hold harmless UGRA, its successors and assigns, from liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise from Volunteer's participation in the River Cleanup Program. By signing this, Volunteer and Guardian discharge UGRA from any liability or claim that Volunteer or Guardian may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's

Please fill out the blank waiver on the next page. This color coded copy should be used as a guide only.

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made by UGRA during the River Cleanup Program, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

5. **Indemnity Agreement.** (A) The Volunteer and Guardian hereby further agree to hold UGRA harmless from, defend and to fully indemnify it for any and all amounts, of whatever kind or nature, that may be recovered against the said UGRA as a result of any and all claims, or that may be asserted in the future by, through, or as a result of Volunteer and Guardian and/or by any other Third-Party. (B) THE INDEMNITY DESCRIBED HEREIN SHALL SPECIFICALLY INCLUDE INDEMNITY TO UGRA FOR UGRA'S OWN, SOLE, OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, AND/OR INTENTIONAL CONDUCT, IF ANY.

IN WITNESS WHEREOF, Volunteer and Guardian have executed this Release as of the date above.

Volunteer:
Sign: [redacted]
Print: [redacted]

Witness:
Sign: [redacted]
Print: [redacted]

Legal Parent/Guardian
Sign: [redacted]
Print: [redacted]

Witness:
Sign: [redacted]
Print: [redacted]

Address: [redacted]
City/State: [redacted]
Phone: (home) [redacted]
Phone: (office) [redacted]

RELEASE AND WAIVER OF LIABILITY

This **Release and Waiver of Liability** (the "Release") is executed _____ (date, year), by _____ (the "Volunteer"), in favor of The Upper Guadalupe River Authority ("UGRA"), its directors, officers, employees, and agents. The Volunteer desires to participate in UGRA's River Cleanup program ("River Cleanup Program"), which the Volunteer understands consists of taking water samples from the Guadalupe River and its tributaries. The Volunteer freely, voluntarily, and without duress executes this Release under the following terms:

RELEASE AND WAIVER OF LIABILITY FOR A MINOR CHILD

This **Release and Waiver of Liability** (the "Release"), is executed _____ (date, year), by _____, a minor child (the "Volunteer"), and _____, the parent having legal custody and/or the legal guardian of the Volunteer (the "Guardian"), in favor of The Upper Guadalupe River Authority ("UGRA"), its directors, officers, employees, and agents. The Volunteer and Guardian desire that the Volunteer participate in UGRA's River Cleanup Program ("River Cleanup Program"), which the Volunteer and Guardian understand consists of taking water samples from the Guadalupe River and its tributaries. The Volunteer and Guardian freely, voluntarily, and without duress execute this Release under the following terms:

- Waiver and Release.** Volunteer and Guardian release and hold harmless UGRA, its successors and assigns, from liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise from Volunteer's participation in the River Cleanup Program. By signing this, Volunteer and Guardian discharge UGRA from any liability or claim that Volunteer or Guardian may have with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's participation in The River Cleanup Program. Volunteer and Guardian also understand that UGRA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance.
- Medical Treatment and Insurance.** Volunteer and Guardian release and forever discharge UGRA from any claim whatsoever which arises now or later on account of any first aid, treatment, or service rendered in connection with the Volunteer's participation in the River Cleanup Program or with any decision by any representative or agent of UGRA to exercise the power to consent to medical or dental treatment as such power may be granted and authorized in the Parental Authorization for Treatment of a Minor Child. Volunteer and Guardian understand that UGRA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to have medical or health insurance coverage in effect while participating in the River Cleanup Program.
- Assumption of the Risk.** The Volunteer and Guardian understand that the River Cleanup Program may include activities that may be hazardous to the Volunteer. Volunteer and Guardian Assume the risk of injury or harm in these activities and release UGRA from all liability for injury, illness, death, or property damage resulting from the activities of the Volunteer's participation in the River Cleanup Program.
- Photographic Release.** Volunteer and Guardian grant UGRA all right, title, and interest in photographic images and recordings made by UGRA during the River Cleanup Program, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.
- Indemnity Agreement.** (A) The Volunteer and Guardian hereby further agree to hold UGRA harmless from, defend and to fully indemnify it for any and all amounts, of whatever kind or nature, that may be recovered against the said UGRA as a result of any and all claims, or that may be asserted in the future by, through, or as a result of Volunteer and Guardian and/or by any other Third-Party. (B) THE INDEMNITY DESCRIBED HEREIN SHALL SPECIFICALLY INCLUDE INDEMNITY TO UGRA FOR UGRA'S OWN, SOLE, OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, AND/OR INTENTIONAL CONDUCT, IF ANY.

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Sign: _____
Print: _____

Witness:
Sign: _____
Print: _____

Legal Parent/Guardian
Sign: _____
Print: _____

Witness:
Sign: _____
Print: _____

Address: _____
City/State: _____
Phone: (home) _____
Phone: (office) _____