



<b>Participant</b>	
<b>Address</b>	
<b>City, St, Zip</b>	
<b>Phone #</b>	
<b>Email</b>	

**BASTROP RIVER COMPANY**, hereinafter called **Lessor** hereby leases to **above named lessee**, and Lessee hereby hires from Lessor the above-described property on the following terms:

**TERMS:** The term of this lease shall be that given above.

**RENT:** Title to the rented property is, and at all times shall remain in Lessor. Lessee will not retain the leased property beyond "Due In" time without prior notice to the consent of Lessor thereto. Lessee will pay rental price in advance. Lessee agrees to pay all collection charges, including a reasonable attorney's fee, if the rental is not paid when due. Should Lessee fail or refuse to return the property as agreed herein, the rental shall continue from day to day at the rate specified herein until returned.

**MAINTENANCE & REPAIR:** Lessee shall maintain the property with proper care and keep it in good repair and condition, so that such property shall not be injured, ordinary wear and tear expected. All equipment used at Lessee's expense. Lessee assumes all responsibility for equipment while out of possession of Lessor. All equipment lost or damaged beyond repair will be paid for by the Lessee at the regular replacement price and all damaged equipment which may be repaired will be repaired by Lessor on return thereof and the cost of such repairs shall be paid by the Lessee.

**RETURN OF PROPERTY:** Upon termination of this agreement, Lessee will promptly return the rented property and all attachments and parts belonging thereto, to the Lessor at Lessor's place of business, in the same condition in which such property was received, ordinary wear and tear expected, and agrees to pay for any damage to or loss of such property while in the possession or control of Lessee here under

**PARTICIPANT AGREEMENT:**(Including Acknowledgement and Assumption of Risks, Agreements of Release and Indemnity)

In consideration of being allowed to participate in water sport events and activities and/or being provided with water sport recreational property of services, for myself and any minor children for whom I am a parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

**ACKNOWLEDGMENT OF RISKS:** I understand that participation in these activities involves risk of serious injury, including but not limited to, bodily, mental injury, disability, paralysis, pain, suffering, or death. Dangers may include tipping or turning over of watercraft; entanglement in trees or other obstructions; exposure to heat, cold, lightning, strong currents, injurious plants, insects, animals or other elements; sunburn, dehydration; heat stroke; muscle cramps; exhaustion; hypothermia; or accidental drowning. I understand that risks and dangers may result from the acts or omissions of myself or third parties, or of Bastrop River Company, its agents, employees, owners, participants, or others acting on their behalf. With full knowledge of the risks and dangers, I represent that I am in good health and proper physical condition to participate in the activities of Bastrop River Company. I do not have health problems or medical conditions that preclude participation.

Alcohol will, and other substances may, impair judgment and reduce a participant's ability to effectively manage the risks of water travel, camping and land activities. Participants should always wear a fastened personal flotation device. Participants should wear footwear which will provide protection from sharp objects, and which will minimize the risk of foot entrapment. Failure to follow these and other safety precautions may result in injury or death.

1. **Express Assumption of Risks:** I, the Participant (adult or minor) and the parent, guardian or otherwise responsible, of a minor Participant, agree to assume all responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASES NAMED BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASES NAMED BELOW).

2. **Agreements of Release and Indemnification:** I hereby release Provider, its employees, volunteers, directors and owners ("Released Parties") from any and all claims of injury or loss (including death) which I, or the minor child for whom I sign, may suffer, arising out of or in any way related to my, or the child's, enrollment in or participation in the activities of Provider other use of its equipment, even if caused by the negligence of any of the releases named above, or any other person (including myself).

I will indemnify each Released Party from any claim liability, including one brought by or for a minor child for whom I sign, a co-participant in any of the activities of Provider, a rescuer, a member of my, or the minor child's, family, or anyone else, asserting a loss arising out of or in any way related to my, or my child's, enrollment in or participation in the activities of Provider or the use of its equipment.

**Participant Signature:** \_\_\_\_\_

**Participant Age:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Can You Swim?** Y / N