

## CAVING RELEASE AGREEMENT AND RESCUE CONTRACT

In exchange for being allowed to enter caves at Colorado Bend State Park, I am freely signing this Caving Release Agreement and Rescue Contract. I understand that entering into caves is potentially hazardous to my personal health and safety, and that for the privilege of being allowed to enter into an area of the Park which is closed to other people, I am incurring all of the risks associated with caving including but not limited to falls, bumps, exposure to toxic gases, being struck by loose rocks or timber, being struck or trapped underground, being bitten or scratched by wild animals, being bitten or stung by insects or other invertebrates, exposure to rabies, exposure to histoplasmosis and other diseases. I understand that as a consequence of some or all of the previously mentioned risks, I may suffer broken bones, ruptured or otherwise injured internal organs, disfiguring physical injuries, incapacitating injuries such as neurological damage, brain damage, psychological damage, muscular damage, paralysis, blindness, or death.

I understand and accept that caving exposes me to all of the previously mentioned risks of injury and that these risks are the ordinary risks associated with caving as a potentially hazardous recreational activity. I possess all of the caving equipment recommended by the Texas Parks and Wildlife Department, hereinafter called the Department. I also have examined my own caving equipment for adequacy, safety and serviceability.

I agree that if I am injured, struck, or otherwise require rescue and/or emergency medical transportation, I WILL PAY THE COSTS OF SUCH RESCUE AND/OR EMERGENCY MEDICAL TRANSPORTATION and I will reimburse the Texas Parks and Wildlife Department and/or others for the costs incurred for performing any rescue and /or emergency medical transportation on my behalf.

Understanding this I hereby RELEASE, DIECHARGE, AND AGREE TO HOLD HARMLESS the Department, the Texas Speleological Association, their agents, volunteers, volunteer coordinators, employees, officers, commissioners and successors from and against all liability, claims, demands, or judgments which I may have, or which my heirs, executors, administrators or assigns may have or claim to have against the Department, its successors, employees, officers, or commissioners for all personal injuries (including death) known to unknown damage to property caused by or arising out of caving at Colorado Bend State Park.

I am 18 years of age or over or a parent or legal guardian who is authorized to sign this release for me accompanies me. I have carefully read this Caving Release Agreement and Rescue Contract or had it read to me and I understand all of its terms. I am signing voluntarily and with full knowledge of its legal consequences and of its personal risks to me.

Date: \_\_\_\_\_

Participant: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_  
Printed Name Printed Name

Participant: \_\_\_\_\_ Parent/Guardian: \_\_\_\_\_  
Signature Signature