

ASSUMPTION OF RISK, INDEMNITY, AND RELEASE

I, the undersigned volunteer, of my own free will seek to participate in the Lake Pointe Preserve Volunteer Clean Up ("Clean Up") at the Lake Pointe Preserve. I understand that my participation in the Clean Up is contingent upon my agreement to and execution of this Assumption of Risk, Indemnity, and Release agreement ("Release"). Accordingly, in consideration for my participation in the Clean Up, I agree, on behalf of myself, my heirs, and assigns, as follows:

I am over the age of eighteen, am competent to execute this Release, and am in good mental and physical health. I certify that all information on this form is true and correct.

I understand that the Lake Pointe Preserve is located near the Village of Bee Cave, Travis County, Texas on approximately 240 acres of hills, cliffs, forest, wetlands, ponds, and streams and that it is a wildlife sanctuary. I understand that while at the Preserve, the Clean Up may involve hiking, climbing, or other strenuous physical activity. I understand that neither Lake Pointe Municipal Utility District nor any of its respective directors, officers, employees, or agents, have made any investigation into or representations regarding the physical health of Clean Up participants, including me. I am aware that while at the Preserve certain dangers may exist, including but not limited to, the hazards of hiking in the wilderness, wild animals, the forces of nature, or accidents or illness in remote places without medical facilities. I understand that it is not the function of Lake Pointe Municipal Utility District, or any of their respective directors, officers, employees, or agents, to serve as guardians of my health or safety while participating in the Clean Up.

I assume any and all risk of personal injury, death, property damage or other injuries or damages arising out of or in connection with my participation in the Clean Up. I agree not to hold Lake Pointe Municipal Utility District or any of its respective directors, officers, employees, agents, predecessors, successors, or assigns, responsible for, and I hereby forever waive and release any claims, actions, or causes of action for, any personal injury, death, or property damage, or other injuries or damages (including those for the rendering or failure to render first aid, medical treatment or other treatment or service) arising out of or in connection with, my participation in the Clean Up. This Release expressly includes the assumption of risk and release of any claims, actions, or causes of action, for personal injury, death or property damage, or other injuries or damages, alleged to result from or arise out of any negligence by Lake Pointe Municipal Utility District or its respective directors, officers, employees, agents, predecessors, successors, or assigns, expressly including, without limitation, negligent supervision, negligent or intentional infliction of emotional or mental distress, or premises liability.

I agree that I, and not Lake Pointe Municipal Utility District or its respective directors, officers, employees, agents, predecessors, successors, or assigns, shall be fully responsible for payment of any bills for medical services rendered to me as a result of any accidents, injuries, or illnesses arising during or in connection with my participation in the Clean Up. I further agree to indemnify and hold harmless Lake Pointe Municipal Utility District, its directors, officers, employees, agents, predecessors, successors, and assigns for all costs, damages, and/or awards, including attorneys' fees, arising out of any demands, causes of action, claims, counterclaims, or crossclaims brought by any other person or entity against Lake Pointe Municipal Utility District, pertaining to, arising out of, or as a result of any act or omission by me, intentional, negligent, or otherwise, in connection with the Clean Up.

The provisions of this Release are severable. If any part of this Release is found to be unenforceable, the other provisions shall remain fully valid and enforceable. This Release is governed by the laws of the State of Texas. I consent to personal jurisdiction in Texas in connection with any claims, actions, or causes of action, for personal injury, death or property damage, or other injuries or damages, alleged to result from or arise out of or in connection with my participation in the Clean Up.

I HAVE CAREFULLY READ BOTH PAGES OF THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND LAKE POINTE MUNICIPAL UTILITY DISTRICT, AND I HAVE SIGNED OF MY OWN FREE WILL.

Signature

Print Name

Date