

RELEASE AND INDEMNIFICATION AGREEMENT

Name: _____
Address: _____
City/State: _____
Telephone: _____
Date of Birth: _____

PLEASE READ THIS DOCUMENT CAREFULLY AND COMPLETELY: YOU ARE ENTERING A LEGALLY BINDING CONTRACT WITH US.

In consideration of St. David’s Healthcare Partnership, L.P., LLP dba St. David’s Georgetown Hospital (“Georgetown Hospital”) allowing me to climb on the rock walls on its property, I hereby agree to release, indemnify, and discharge Georgetown Hospital as follows:

1. I acknowledge that my participation in rock climbing on Georgetown Hospital’s property (“Activity”) entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the Activity.

The risks include, among other things: falling off the rock wall; drowning; getting caught in the river current; loose or damaged artificial or natural holds; equipment failure; falling to the ground, on other users, or being fallen on by other users; abrasions from the rocks or walls, ropes, pads, or the ground; belay and/or belayer failure; climbing out of control or beyond one’s personal limits; the negligence of other climbers, visitors, participants, or other persons who may be present; or my own negligence. Furthermore, Georgetown Hospital, may fail to give adequate warnings or instructions.

2. I expressly agree and promise to accept and assume all of the risks associated with this Activity. My participation in this Activity is purely voluntary, and I elect to participate in spite of the risks.

3. On behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Georgetown Hospital and its employees, officers, directors, shareholders, affiliated entities and agents, whether specifically named herein or not (collectively “Released Parties”), from any and all claims, demands, or causes of action which are in any way connected with my participation in this Activity or my use of Georgetown Hospital’s rock walls or other facilities, including but not limited to any such claims which allege negligent or grossly negligent acts or omissions of Georgetown Hospital. Should Released Parties be required to incur attorneys’ fees and/or costs to enforce this agreement or defend any claim brought against them or lawsuit filed against them, I agree to indemnify and hold them harmless for all such fees and costs related to any such claims or lawsuits, asserted by me or my family, estate, heirs or assigns. If such a

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claim or lawsuit is asserted against Released Parties, Released Parties shall have the right in their sole discretion to choose their own counsel.

5. I certify I have adequate insurance to cover any injury to myself or injury I may cause to another while participating in the Activity, or I agree to personally bear the cost of such injury to myself or others. I further certify I am willing to assume the risk of any medical or physical condition I may have.

6. In the event I file a lawsuit against Georgetown Hospital, I agree to do so only in Williamson County, Texas, and I further agree the substantive law of Texas shall apply in that action without regard to the conflict of law rules of any state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this Activity, I may be found by a court of law to have waived my rights to maintain a lawsuit against Released Parties on the basis of any claim which I have released herein.

I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

_____ Initials

Signature of Participant: _____

Print Name of Participant: _____ Date: _____

PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (MUST BE COMPLETED FOR PARTICIPANTS UNDER THE AGE OF 18)

In consideration of _____ (print minor's name) ("Minor") being permitted by Georgetown Hospital to participate in the Activity, I further agree to indemnify and hold harmless Released Parties from any and all claims which are brought by or on behalf of Minor.

Signature of Parent or Guardian: _____

Print Name of Parent or Guardian: _____ Date: _____

For information, contact Ron Weaver, Director of Risk Management/Patient Safety
512-942-4792
Email:ronald.weaver@stdavids.com