

AUSTIN DETOURS LLC PARTICIPANT AGREEMENT

(Including Acknowledgement and Assumptions of Risks, Agreements of Release and Indemnity and Other Provisions)

Please read this document carefully. It must be signed by all recipients of services and participants in activities (collectively, "Participants") provided by AUSTIN DETOURS, LLC who are eighteen-years of age or older. If the Participant is a minor (younger than eighteen years of age), at least one parent or guardian (parent and guardian being referred to below as "Parent") must also sign, as evidence of his or her agreement to the terms of this Participant Agreement for himself or herself and, to the maximum extent allowed by law, on behalf of the minor Participant. An unaccompanied minor Participant must provide evidence that the signature of a parent or guardian is authentic, including a photocopy of the signing party's driver's license.

Participant desires to engage Austin Detours, LLC to manage transportation services to and from various activities and excursions organized by the company (collectively, the "Activities") and to facilitate Participant's participation in such Activities. In consideration for Austin Detours, LLC transportation services to and from the Activities and facilitation of my participation therein, I, Participant and/or the Parent of a minor Participant acknowledge and agree as follows:

RELEASE AND INDEMNITY

I HEREBY WAIVE AND RELEASE, INDEMNIFY, AND HOLD HARMLESS, AUSTIN DETOURS, ITS OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, AND INSURERS (COLLECTIVELY, "AUSTIN DETOURS") FROM, AND AGAINST ANY AND ALL LIABILITY AND RESPONSIBILITY FOR ANY CLAIMS, DEMANDS, SUITS, ACTIONS, JUDGMENTS, COSTS, EXPENSES, LIABILITIES, OR OTHER LOSSES OF ANY AND EVERY KIND AND NATURE WHATSOEVER, WHETHER KNOWN OR UNKNOWN, DIRECT OR INDIRECT, CAUSED, SUFFERED OR INCURRED BY MYSELF OR ANY OTHER PERSON OR ENTITY DURING OR ARISING OUT OF OR IN ANY WAY ASSOCIATED WITH, DIRECTLY OR INDIRECTLY, MY PARTICIPATION IN THE ACTIVITIES INCLUDING, WITHOUT LIMITATION, ALL DAMAGES OR INJURIES ARISING FROM THE TRANSPORTATION SERVICES MADE AVAILABLE BY AUSTIN DETOURS AS PART OF THE ACTIVITIES.

ASSUMPTION OF RISKS

I UNDERSTAND AND ACKNOWLEDGE THAT PARTICIPATION IN THE ACTIVITIES IS INHERENTLY DANGEROUS AND PRESENTS A RISK OF PERSONAL INJURY, SERIOUS BODILY HARM, AND DEATH, AND OTHER LOSSES OR DAMAGES TO PERSON OR PROPERTY, AND I HEREBY EXPRESSLY AND VOLUNTARILY ASSUME ALL SUCH RISKS. I FURTHER ACKNOWLEDGE AND FULLY UNDERSTAND THAT THERE MAY BE OTHER ASSOCIATED RISKS WITH PARTICIPATION IN THE ACTIVITIES THAT ARE NOT KNOWN AND NOT REASONABLY FORESEEABLE AT THIS TIME, AND I HEREBY EXPRESSLY AND VOLUNTARILY ASSUME ALL SUCH RISKS. I AGREE TO TAKE SPECIAL CARE WHEN PARTICIPATING IN THE ACTIVITIES.

OTHER PROVISIONS:

- (1) I represent that I or the minor Participant am/is fully capable of participating in the Activities and have no current or past physical or psychological medical condition that would prevent participation in the Activities.
- (2) I authorize any qualified medical or paramedical provider, including a member of Austin Detours' staff, to administer or obtain emergency medical care for me or the minor Participant and to exchange medical information with the third party care provider. I hereby give permission for transportation to a medical facility or hospital.
- (3) I understand and agree that if I or the minor Participant must be rescued I will bear the costs of the rescue or evacuation.
- (4) I grant to Austin Detours the right to use for promotional purposes any photograph or video images taken of me, or the minor Participant, while participating in the Activities, including while being transported to and from such Activities.
- (5) I agree that if a party released hereunder is forced to defend any action, lawsuit or litigation by me or the minor Participant or my or the minor Participant's executors, or heirs, or family on my or the minor Participant's behalf, I, or the minor Participant's heirs or executors, shall pay to the released parties, their costs of litigation and attorney's fees if or to the extent they successfully defend such action, lawsuit or litigation.
- (6) I agree that the venue of any lawsuit or other litigation regarding my or the minor Participant's participation in the Activities or the terms of this Participant Agreement shall be in Travis County, Texas and governed by Texas substantive law (not including the laws of Texas which might invoke the lase of another jurisdiction).

I have read, and fully understand this agreement. I am aware that by signing this agreement I am waiving the rights described above which I (or the minor Participant on whose behalf I sign) or my (or the minor Participant's heirs), next of kin, executors, administrators, assigns and representatives may have.

_____ **Print Name of Participant, adult or minor**

_____ **Signature** _____ **Date**

AUSTIN DETOURS LLC COVID-19 LIABILITY WAIVER

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that Austin Detours LLC has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19. I further acknowledge that Austin Detours LLC cannot guarantee that I will not become infected with the Coronavirus/COVID-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others. I voluntarily seek services provided by Austin Detours LLC and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while participating in any services offered by Austin Detours LLC.

I attest that:

____ I am not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

____ I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

____ I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.

____ I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold Austin Detours LLC harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of Austin Detours LLC, or that may otherwise arise in any way in connection with any services received from Austin Detours LLC. I understand that this release discharges Austin Detours LLC from any liability or claim that I, my heirs, or any personal representatives may have against Austin Detours LLC with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from Austin Detours LLC. This liability waiver and release extends to all owners, partners, and employees of Austin Detours LLC.

Name:	Signature:	Date: