



# TrashFest Waiver Release of Liability and Assumption of Risk

*Please read carefully. Fill in all blanks and initial each paragraph before signing.*

*Initials*

\_\_\_\_\_

I understand that neither **TrashFest/Texas Gulf Coast Council (TGCC), Waterpark Management, Inc. & Golden Seal Investments, Inc** nor any of their respective volunteers, members, officers, agents or assigns; nor any of their respective agents affiliates, successors, assigns, trustees, officers, or heirs (herein after referred to as "**Released Parties**"), may be held liable or responsible in any way for any injury, death, or other damages to me or my family heir, or assigns that may occur as a result of my participation in this activity, or as a result of the negligence of any party, including the **Released Parties**, whether passive or active.

\_\_\_\_\_

I declare that I am in good mental and physical fitness for an event of this nature, and that I am not under the influence of alcohol or any drugs. If I am taking medication, I declare that I have seen a physician and have approval to take part in activity such as this while under the influence of medication.

\_\_\_\_\_

I understand that participation in **TrashFest** can be physically strenuous and that I will be exerting myself, and that if I am injured as a result of heart attack, cuts, broken bones, or any other injuries, that I assume the risk and will not hold the **Released Parties** responsible for same.

\_\_\_\_\_

In consideration of being allowed to participate in **TrashFest**, I hereby personally assume all risks in connection with the event for any harm, injury, or damage that may befall me while I am a participant, including all risks connected therewith, whether foreseen or unforeseen.

\_\_\_\_\_

I further save and hold harmless said activity and **Released Parties** from any claim or lawsuit by me, my family, estate, heirs, or assigns, arising out of my participation in this activity, including both claims arising during the activity or after I complete the activity.

\_\_\_\_\_

I further declare that I am of lawful age and legally competent to sign this liability release or that I have acquired the written consent of my parent or guardian.

\_\_\_\_\_

I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free act.

### DIVERS

\_\_\_\_\_

I understand that diving with compressed air involves certain inherent risks; decompression illness, embolism, or other hyperbaric injuries can occur that requires treatment in a recompression chamber. I further understand that this activity may be conducted at a site that is remote from such a recompression chamber. I still choose to proceed in spite of the possible absence of a recompression chamber in proximity to the dive site.

\_\_\_\_\_

I will inspect all my equipment prior to this activity. I will dive within my training and observe safe diving practices.

Certification Agency and Level: \_\_\_\_\_ Certification Number: \_\_\_\_\_

### NON-DIVERS

\_\_\_\_\_

I will not be diving or using diving equipment. My participation in the water will be limited to swimming, wading, or snorkeling.

I, \_\_\_\_\_, by this instrument, do hereby exempt and release **TrashFest/TGCC, Waterpark Management, Inc. & Golden Seal Investments, Inc** and all related entities as defined above, from all liability or responsibility whatsoever for personal injury, property damage, or wrongful death, however caused, including, but not limited to the negligence of the **Released Parties**, whether passive or active. I have fully informed myself of the contents of this liability release and assumption of risk by reading it before I signed in on behalf of myself and my heirs.

I have read and understand the TrashFest Rules and Regulations on the reverse side of this document.

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Witness or Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Please Print Clearly: Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_



# TrashFest Rules and Requirements

- 1) Team Requirements: Up to 8 people per team - divers & non-divers are welcome. Team members may rotate between diving & grounds crew, as long as at least 2 members are out of the water at all times. All individual entrants will be assigned to a team if they do not already have one. Any team with less than eight people may be assigned more people as individuals register. All divers **MUST** present valid certification cards at registration.
  - 2) Everything collected must come out of the Comal River during the hours of competition. The ground crew's primary responsibility is to assist divers, but they may collect trash from along the river bank.
  - 3) We will provide mesh onion sacks & plastic garbage bags. Teams are encouraged to bring their own bags, as well.
  - 4) TrashFest does not provide transport of trash from the river to the weigh-in site. Teams are encouraged to recruit at least one person with a pickup truck to transport their trash.
  - 5) Category of Entries:
    - i) Team Categories:
      - (a) Aggregate weight: anything man-made in the river **EXCEPT CONCRETE**
      - (b) Container count: Bottles, Cans, Cups, and Caps: (must be counted with judges' supervision)
      - (c) Apparel count: Shoes, Sunglasses, Shirts, Hats, etc. (must be counted with the judges' supervision)
    - ii) Individual Categories:
      - (a) Most Unusual Item (Adult): Age eighteen (18) years and older.
      - (b) Most Unusual Item (Youth): under age eighteen (18) years
- \*TGCC reserves the right to alter or adjust these categories and the number of places awarded in each.
- 6) Treasure Hunt: Items will be hidden in each section of the river. Participants will turn these items in at weigh-in for door prizes. Limit 1 item per participant. Details will be provided at check-in.
  - 7) There may be more than one team assigned to a section. Please be aware that you may be diving with other teams.
  - 8) Multiple teams (up to 3 teams, with a maximum of 24 people) may elect to draw one area of the river as a group:
    - a) Multiples must inform the judges in advance
    - b) ALL team members for ALL teams that are drawing together must be present at registration before the teams can draw their area.
    - c) Multiples can only draw their own area as long as there is an available river section that has not already been assigned to another team. Once all river sections have a team assigned to them, we cannot guarantee multiples will be placed together.
    - d) Only one captain draws for the designated area for the entire group
    - e) Individual teams must not share or trade trash for the purpose of winning "Super Scooper" t-shirts. It is up to the captain of each team to see that trash is turned in separately for each team in the group.
  - 9) Team captains will be given wristbands for each person on their team. They do not need to be worn while diving, but *are* required to be worn at the dinner/awards ceremony. These serve as both the meal ticket and the door prize ticket. (Be sure you can see the numbers on the end.) **Lost wristbands will cost \$10 to replace.**
  - 10) Please respect private property. Make sure you have the property owner's permission before entering.
  - 11) Any un-sportsmanlike conduct will result in disqualification. The decision of the judges is final.