

GREATER TAMPA BAY AREA COUNCIL RELEASE OF LIABILITY, ASSUMPTION OF RISK, WAIVER OF CLAIMS & INDEMNIFICATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims; Assumption of the Risk; Indemnification Agreement

In consideration of being allowed to use the facilities and participate in shooting sport(s), climbing/rappelling, COPE, aquatics or other high adventure activity (collectively the “Activities”) provided by the Boy Scouts of America, Greater Tampa Bay Area Council, the instructors, activity coordinators, and all employees, volunteers, related parties, or other organizations associated with the activity or program (“Releasees”), the Participant, and the Participant’s parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

- 1) **TO WAIVE ALL CLAIMS** that they have or may have against the Releasees arising out of the Participant’s participation in the Activities or the use of any equipment provided by the Releasees (“Equipment”), including while receiving instruction and/or training;
- 2) **TO ASSUME ALL RISKS** of participating in the Activities and using the Equipment, even those caused by the negligent acts or conduct of the Releasees, its owners, affiliates, operators, employees, agents, and/or officers. The Participant and his/her parent(s) or legal guardian(s) understand that there are inherent risks of participating in the Activities and using the Equipment, which may be both foreseen and unforeseen and include serious physical injury and death;
- 3) **TO RELEASE** the Releasees from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of his/her participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training. The Participant and his/her parent(s) or legal guardian(s) specifically understand that they are releasing any and all claims that arise or may arise from any negligent acts or conduct of the Releasees to the fullest extent permitted by law. This includes, but is not limited to, a release for conduct that is found to constitute gross negligence or intentional conduct; and
- 4) **TO INDEMNIFY** the Releasees from all liability for any loss, damage, injury, death, or expense that the Participant (or his/her next of kin) may suffer, arising out of participation in the Activities and/or use of the Equipment, including while receiving instruction and/or training.

Personal Responsibility

The Participant and his/her parent(s) or legal guardian(s) certify that Participant has no physical or mental condition that precludes him/her from participating in the Activities and that he/she is not participating against medical advice. The Participant and his/her parent(s) or legal guardian(s) understand that Participant’s participation in the Activities is voluntary and further understand that they have the opportunity to inspect the Releasee’s Equipment and facilities before any participation. The Participant and his/her parent(s) or legal guardian(s) understand

that Participant is obligated to follow the rules of the Activities and that he/she can minimize his/her risk of injury by doing so and through the exercise of common sense and by being aware of his/her surroundings. If, while participating in the Activities, the Participant or his/her parent(s) or legal guardian(s) observe any unusual hazard or condition, which they believe jeopardizes Participant's personal safety or that of others, Participant and/or his/her parent(s) or legal guardian(s) will remove Participant from participation in the Activities and immediately bring said hazard or condition to the attention of the Releasees.

I understand that any additional cost associated with participation in this program will not be refunded if the Participant is removed due to behavioral problems. For safety, the Participant and I agree that he/she will do the following or he/she will be removed from the program:

- Complete the training offered as part of the program.
- Wear all safety gear as instructed.
- Follow all safety rules provided in the training class.
- Follow the instructions of the director, instructor and safety officers.
- Do not handle any equipment until instructed to do so.
- Is registered with the Boy Scouts of America.

In the case of emergency, I understand that every effort will be made to contact me. In the event I cannot be reached, I hereby give my permission to the physician selected by the Releasee in charge to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for the Participant.

To the extent that any portion of this Agreement is deemed to be invalid under the law of the applicable jurisdiction, the remaining portions of the Agreement shall remain binding, will continue in full force and effect and available for use by the Releasees and its counsel in any proceeding.

EACH OF THE UNDERSIGNED expressly acknowledges and agrees that the Activity is very dangerous and involves the risk of serious injury and/or death and/or property damage. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant's Name (Printed): _____

Participant's Signature _____ Date: _____

Parent/Guardian's Name (Printed): _____

Parent/Guardian's Signature: _____ Date: _____