

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

Description and Date of Event: _____

I hereby agree to release, indemnify and discharge Boy Scout Troop 59 and the adult leaders and organizers of the Event referenced above, and other participating Boy Scouts and parents, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that the Event 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.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Boy Scout Troop 59 and the adult leaders and organizers, and other participating Boy Scouts and parents (collectively referred to as the "released parties") from any and all claims, demands, or causes of action, which arise out of or are in any way connected with my involvement or participation in this Event, travel to or from it, or my presence in or use of vehicles, equipment or facilities, **including any such claims arising out of or connected with the sole negligence of any of the released parties.**
4. Should the released parties be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against any of the released parties, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that 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.

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 right to maintain a lawsuit against the released parties.

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.

Print Name of Participant _____ Date _____

Signature of Participant _____

Address _____
Street City State Zip code

PARENT'S OR GUARDIAN'S CONSENT AND INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the above participant ("Minor") being permitted to participate in the Event, including transportation to and from the Event, and the use the equipment and facilities supplied, I hereby consent to Minor's participation in this Event and further agree to indemnify and hold harmless Boy Scout Troop 59 and the adult leaders and organizers of the Event and other participating Boy Scouts and parents from any and all Claims which are brought by, or on behalf of, Minor arising out of or in the course of the Event.

Parent or Guardian _____ Date _____