

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT, including by way of example and not limitation: any risks that may arise from negligence or carelessness on the part of the persons or entities being released, including from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault. I certify that I, or the minor on behalf of whom I have executed this document, am/is physically fit, has sufficiently prepared or trained for participation in this activity, and has not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems that contraindicate participation in this activity. I acknowledge this Accident Waiver and Release of Liability Form will be used by the persons or entities being released of liability for the activity in which I may participate, and I understand this document it impacts my legal rights and/or the legal rights of the minor on behalf of whom I have executed this document. In consideration of permitting me or the minor on behalf of whom I have executed this document to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Twin Valley Council directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and property owners. Twin Valley Council is located at 810 Madison Avenue, Mankato, MN 56001 and maintains camp property addresses of 41556 370th Street, St. Peter, MN 56082 (Norseland Scout Camp), 125 200th Avenue, Fairmont, MN 56031 (Cedar Point Scout Camp), and 38594 County Road 3, Crosslake, MN 56442 (Cuyuna Scout Camp).

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in (A) paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that Twin Valley Council, and its owners, directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on its behalf. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity. I understand that while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Participant Name Date Participant's Signature

COMPLETE SECTION BELOW IF PARTICIPANT ABOVE IS A MINOR:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

Parent or Legal Guardian (Print Name): _____

Signature: _____ **Date:** _____