

# RELEASE AND WAIVER OF LIABILITY

The individual named below, the organization/group named below, and each participating person in said organization/group ("We" or "us") desire to enter and use the real property owned by Great Rivers Council, known as the Scouting Adventure Center, located at 6081 West Van Horn Tavern Road, Columbia, MO 65203. In consideration of being permitted by the Owner to enter and use the Property, and in recognition of the Owner's reliance hereon, I, for myself, as authorized agent of the organization/group, and as attorney-in-fact for each participating person in said organization/group agree to the following terms and conditions:

1. WE ARE AWARE AND UNDERSTAND THAT ACCESSING THE PROPERTY MAY INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. WE ACKNOWLEDGE THAT ANY INJURIES THAT ANY OF US SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE OWNER, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE OWNER. NOTWITHSTANDING THE RISK, WE ACKNOWLEDGE THAT WE ARE VOLUNTARILY ACCESSING THE PROPERTY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OWNER OR ANY RELEASEE OR OTHERWISE.

2. We hereby expressly waive and release any and all claims, now or hereafter known, against the Owner, Great Rivers Council, Scouting America, and their respective officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to our being on or using the Property, whether arising out of the ordinary negligence of the Owner or any Releasees or otherwise. We covenant not to make or bring any such claim against the Owner or any other Releasee, and forever release and discharge the Owner and all other Releasees from liability under such claims.

3. We shall defend, indemnify, and hold harmless the Owner and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, incurred by the Owner or any other Releasees arising out of or resulting from any claim of a third party related to our being on the Property.

4. We have read, understand, and agree to comply with those certain Rules, Terms & Conditions for Non-Scout Group Use of Scout Camps/Facilities that have been provided to us. We agree that we will follow all instructions of any onsite property manager or other representative or agent of the Owner while on the Property.

5. If any term or provision of this Release is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision herein.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE BSA.**

**SIGNED:** \_\_\_\_\_

**INDIVIDUAL NAME:** \_\_\_\_\_

**ORGANIZATION/GROUP NAME:** \_\_\_\_\_

**DATE:** \_\_\_\_\_