

TEXAS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Scouting America, Longhorn Council
Worth Ranch Visitor Participation and Property Access – November 7, 2026

Participant Name: _____

Emergency Contact: _____

Emergency Contact Phone: _____

1. PURPOSE OF VISIT AND ELIGIBILITY

This Release of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement") is executed in consideration of the undersigned participant being permitted to enter Worth Ranch (the "Property") for a limited, coordinated, invitation-only viewing on November 7, 2026. Access is granted solely for the guided visit described in this Agreement and does not authorize any other entry or use of the Property.

The participant understands that Worth Ranch recently experienced a significant wildfire and remains an active recovery site. The Property has not been fully restored, repaired, remediated, inspected, or declared free of hazards. Participation is voluntary. Access is limited to individuals eighteen (18) years of age or older, or Scouts BSA aged youth accompanied by a parent or legal guardian.

For purposes of this Agreement, "Released Parties" means Scouting America, Longhorn Council; Boy Scouts of America Longhorn Council Properties Foundation, Inc.; Boy Scouts of America Longhorn Council Endowment Foundation, Inc.; Scouting America National Council; and each of their respective officers, directors, employees, volunteers, agents, representatives, affiliates, successors, and assigns.

IMPORTANT WARNING: WORTH RANCH IS AN ACTIVE WILDFIRE RECOVERY SITE. FIRE-RELATED DAMAGE, UNSTABLE CONDITIONS, AND HAZARDS THAT HAVE NOT YET BEEN IDENTIFIED OR MITIGATED MAY BE PRESENT.

2. ASSUMPTION OF RISK

I understand that entering and moving through the Property involves serious risks that cannot be fully eliminated, even with designated routes, ropes, barriers, guides, safety equipment, and other precautions. Risks include, but are not limited to:

- Burned, damaged, weakened, or unstable trees and vegetation; falling limbs, rocks, debris, or other objects;
- Fire-damaged or unstable buildings, structures, roads, trails, bridges, campsites, fences, utilities, and other infrastructure;
- Hidden ash pits, holes, concealed debris, sharp objects, erosion, washouts, unstable or uneven ground, weakened surfaces, slips, trips, and falls;
- Exposure to ash, soot, smoke residue, airborne particulates, diminished air quality, or hazardous substances or contaminants resulting from the wildfire;
- Aggravation of asthma, allergies, respiratory conditions, heart conditions, or other medical conditions;
- Heat, cold, wind, rain, lightning, wildlife, insects, reptiles, displaced animals, plants, and other natural conditions;
- Transportation to, from, or within the Property, and limited or delayed emergency response, communications, rescue, or medical services;
- Acts or omissions of other participants or visitors; and illness, allergic reaction, bodily injury, permanent disability, property loss or damage, or death.

I understand that hazards may be known or unknown, hidden, unmarked, or subject to rapid change. I acknowledge that designated routes, ropes, barriers, and staff supervision do not eliminate risk or constitute a representation or guarantee that any area is safe. I knowingly and voluntarily accept and assume all risks, whether known or unknown, foreseeable or unforeseeable, associated with my travel to, entry onto, presence at, and participation in the visit to the Property.

3. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE THE RELEASED PARTIES FROM OR FOR ANY CLAIM, DEMAND, CAUSE OF ACTION, DAMAGE, COST, EXPENSE, LOSS, OR LIABILITY ARISING OUT OF OR RELATED TO MY TRAVEL TO, ENTRY ONTO, PRESENCE AT, OR PARTICIPATION IN THE VISIT TO THE PROPERTY, INCLUDING CLAIMS FOR PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE.

THIS RELEASE EXPRESSLY INCLUDES CLAIMS CAUSED OR ALLEGED TO HAVE BEEN CAUSED, IN WHOLE OR IN PART, BY THE ORDINARY NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE, EXCEPT TO THE EXTENT A RELEASE IS PROHIBITED BY APPLICABLE LAW.

4. INDEMNIFICATION AND HOLD HARMLESS

TO THE FULLEST EXTENT PERMITTED BY TEXAS LAW, I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM THIRD-PARTY CLAIMS, DEMANDS, DAMAGES, JUDGMENTS, LOSSES, COSTS, ATTORNEYS' FEES, AND EXPENSES ARISING OUT OF OR RELATED TO MY ACTIONS, OMISSIONS, MISCONDUCT, OR VIOLATION OF THIS AGREEMENT WHILE TRAVELING TO, ENTERING, OR PRESENT AT THE PROPERTY.

5. MEDICAL AND EMERGENCY ACKNOWLEDGMENT

I certify that I am physically and medically capable of participating in the visit and have independently considered whether wildfire-related air quality or site conditions may affect me. I understand that emergency access, communications, medical response, rescue operations, and transportation may be limited or delayed because of wildfire impacts and recovery conditions.

In the event of illness, injury, or medical emergency, I authorize event personnel to request or facilitate emergency medical treatment deemed reasonably necessary. I understand that the Released Parties do not assume responsibility for medical expenses incurred on my behalf, and I accept responsibility for those expenses.

6. RULES OF PARTICIPATION AND REMOVAL

I agree to comply immediately with all instructions, rules, safety requirements, and route restrictions established by Scouting America, Longhorn Council, Property management, and event leadership. I agree that I will:

- Wear long pants and closed-toe footwear suitable for uneven terrain. High-visibility vests will be provided by Longhorn Council. Additional PPE requirements, if there are any, will be communicated to participants in advance.
- Remain with the guided tour group and within designated viewing and travel areas at all times;
- Not cross, move, remove, or tamper with ropes, caution tape, barricades, fencing, signs, markers, or other safety controls;
- Not enter any closed, restricted, roped-off, barricaded, damaged, or unauthorized area or structure;
- Not touch, move, collect, or remove debris, equipment, materials, or property; and
- Not operate a drone or other unmanned aerial device on or above the Property.

Scouting America, Longhorn Council may deny access to or immediately remove any participant who violates safety instructions, enters a restricted area, creates an unsafe condition, takes an unauthorized photograph or recording, or otherwise violates this Agreement. I understand that the guided visit may be modified, suspended, or ended at any time because of changing conditions or safety concerns.

7. CONFIDENTIALITY, PHOTOGRAPHY, AND MEDIA RESTRICTIONS

Unless specifically authorized in advance and in writing by Scouting America, Longhorn Council, I will not photograph, video record, audio record, livestream, use a drone, or otherwise capture images, recordings, or data during the visit. I will not publish, display, transmit, post, share, sell, provide to a news or media outlet, distribute to a third party, or otherwise disseminate any unauthorized photograph, video, recording, image, or other content obtained during or in connection with the visit.

I acknowledge that information shared or observed during the visit may include nonpublic information concerning fire damage assessments, insurance matters, recovery efforts, Property conditions, security measures, operational decisions, or future plans. I agree not to publicly disclose or distribute such nonpublic information without prior written authorization from Scouting America, Longhorn Council, except when disclosure is required by law. If disclosure is legally required, I will provide prompt notice to Scouting America, Longhorn Council to the extent permitted by law.

I understand that these restrictions are material conditions of my permission to enter the Property and continue after the visit ends.

Scouting America, Longhorn Council may photograph or otherwise document the visit and may use such images or recordings for educational, historical, informational, fundraising, archival, or other lawful purposes. By participating, Participant grants Longhorn Council permission to use Participant's likeness, image, and appearance in such materials without compensation or further approval.

8. GENERAL TERMS

Governing Law and Venue. This Agreement is governed by the laws of the State of Texas. Any legal action arising from or relating to this Agreement shall be brought in a court of competent jurisdiction in the Texas county in which the Property is located, unless applicable law requires otherwise.

Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

Entire Agreement. This Agreement contains the entire understanding concerning my access to and participation in the visit and supersedes prior oral or written statements concerning that access. Any amendment or authorization under this Agreement must be in writing and issued by an authorized representative of Scouting America, Longhorn Council.

No Reliance. I am not relying on any representation, statement, or promise that is not contained in this Agreement.

9. ACKNOWLEDGMENT AND SIGNATURE

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT; THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR CLAIMS COVERED BY THIS AGREEMENT; AND THAT I INTEND THIS AGREEMENT TO BIND ME AND MY HEIRS, ESTATE, PERSONAL REPRESENTATIVES, SUCCESSORS, AND ASSIGNS.

Participant Signature: _____

Date: _____

If applicable: Parent/Legal Guardian Signature: _____

Printed Name: _____
