

**GENERAL RELEASE AND WAIVER OF LIABILITY
FOR THE BERKELEY HEIGHTS COMMUNITY POOL**

This agreement concerns the use of the premises known as the "Berkeley Heights Community Pool," located on Locust Avenue, in Berkeley Heights, NJ, and all equipment located thereat (collectively hereinafter the "Facility") in connection with the summer program of the Boy Scouts of America, Watchung Cub Scout Day Camp, running from June 30, 2014 through August 8, 2014 (hereinafter, the "Program"). The undersigned, for him/herself and his/her personal representatives, assigns, heirs, and next of kin, agrees and represents that he or she has or will inspect and carefully evaluate the Facility. It is further warranted that use of the Facility for the Program constitutes an acknowledgement that the Facility has been inspected and carefully evaluated and that the undersigned finds and accepts the Facility as being safe and reasonably suited for the Program.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE FACILITY FOR ANY PURPOSE CONSISTENT WITH THE AGREEMENT, INCLUDING BUT NOT LIMITED TO EVALUATION OR USE OF FACILITY, THE UNDERSIGNED, FOR HIM/HERSELF AND HIS/HER PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, AND NEXT OF KIN, HEREBY AGREES TO THE FOLLOWING:

1. The undersigned hereby covenants not to sue, and releases, waives, and discharges the Community Pool, its directors, officers, employees, agents, successors, assignees, heirs, and next of kin (collectively hereinafter the "Releasees") from all liability to the User, its employees, agents, personal representatives, successors, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to person or property or resulting in death of the undersigned while the undersigned is in, upon, or about the Facility. This shall apply regardless of any action, inaction, misfeasance, or nonfeasance, by or in any way involving the Releasees.
2. The undersigned hereby agrees to defend, indemnify, and hold harmless the Releasees from any losses, liabilities, costs, medical bills, injuries, disabilities, damage to person or property, claims, demands, actions, or causes of action and expenses (including but not limited to attorneys' fees, court costs, and costs of appeal) of any nature whatsoever arising from the undersigned's participation in the Program and at or in any way related to the Facility. The undersigned expressly acknowledges that this section's application includes, but is not limited to, any claim asserted by the undersigned, or the family member, guardian, or other person acting *in loco parentis* of a participant in the Program. This section shall apply regardless of any action, inaction, misfeasance, or nonfeasance, by or in any way involving the Releasees.
3. The undersigned hereby acknowledges and agrees that use of the Facility involve certain inherent risks, which include the risk of property damage, personal injury, bodily harm, and/or death. The undersigned knowingly and freely assumes all such risks, both known and unknown including risks that result from any action, inaction, misfeasance, or nonfeasance, by or in any way involving the Releasees.

The undersigned further expressly agrees that the Agreement is intended to be as broad and inclusive as is permitted by the law of the State of New Jersey and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

The undersigned has read and voluntarily signs the Agreement, and further agrees that no oral representations, statements, or inducement inconsistent with the foregoing written agreement have been made.

I HAVE READ THIS RELEASE

I HAVE READ THIS RELEASE

Date

Participant's Signature

Date

Parent's or Guardian's Signature
(if Participant is Legally a Minor)

Participant's Name (Print)

Parent's or Guardian's Name (Print)