

Assumption of Risk and Release of Liability

Name:	Age:	Group: <input type="checkbox"/> Boy Scout Adult Leader <input type="checkbox"/> Boy Scout Youth Leader
Parent's Name if a minor:		Phone: ()
Address:		
In case of an Emergency, contact (name & phone):		Phone: ()
Program: High Adventure Training Team Boy Scouts of America Golden Empire Council 251 Commerce Circle, P.O. Box 13558, Sacramento, CA 95853 (916) 929-1417		Program Date:

In consideration of the services of the Boy Scouts of America, the Golden Empire Council, the Golden Empire Council High Adventure Team, it's staff and members, and their officers, agents, volunteers, employees, participants, and all other persons or entities in any capacity on their behalf, herein collectively referred to as the High Adventure Team, I hereby agree to release and discharge the High Adventure Team, on behalf of myself, my children, my parents, my spouse, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that backpacking entails known and unanticipated risks, which 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 quality of the activity. The risks include, but are not limited to: hiking and load carrying injuries, unpredictable weather and environmental conditions, wildlife and plants injuries, negligence caused by third parties and my own negligence.
2. Furthermore, I acknowledge that the High Adventure Team instructors and other staff seek to provide a safe environment and experience, but are not infallible. They might misjudge the weather or terrain, or give inadequate warning. They might be ignorant of a participant's fitness, past experience or ability. I understand that there are different levels of participation available and I have chosen this activity myself, base upon my judgment and my skills. I have made no misrepresentation of my abilities to participate and use the equipment.
3. I expressly agree and promise to accept and assume all of the risk existing in this activity. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.
4. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the High Adventure Team from any and all claims, demands or cause of action, which are in any way connected with my participation in this activity or my use of High Adventure Team provided equipment or facilities, including such claims which allege negligent act or omissions by the High Adventure Team.
5. Should the High Adventure Team, or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless for all such fees and costs.
6. 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 cost of such injury or damage myself. I further certify that I have no medical or physical condition, which could interfere with my safety in this activity, else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

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 High Adventure Team on the basis of any claim from which I have released them herein. It is the intent of the undersigned to exempt and relieve the High Adventure Team and associated parties from liability for personal injury, property damage or wrongful death.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between myself and the High Adventure Team and affiliated parties and I sign it of my own free will.

Signature of Participant: _____ Date: _____

Minor under the age of 18 years MUST have the following completed in order to participate:

In consideration of _____ (print minor's name) being permitted by the High Adventure Team to participate in it's activities and to use it's equipment and facilities, I further agree to indemnify and hold harmless the High Adventure Team from any and all claims which are brought by, or on behalf of the minor, and which are in any way connected with such participation by the minor.

Parent/Legal Guardian signature: _____ Date: _____