

Consent and Release/Hold Harmless Agreement

The *Scouting Units* identified herein are Troop 55, Cub Scout Pack 55 and Crew 55. Each Scouting Unit is a volunteer youth educational program of The Church of St. John the Divine (*SJD*) in Houston, a parish of the Episcopal Diocese of Texas (*Diocese*), under a charter from the Sam Houston Area Council (*SHAC*) and the Boy Scouts of America (*BSA*).

1. In consideration for the opportunity to participate in the activities of any Scouting Unit, **for myself and on behalf of the minor child listed below, and the child's other parent or guardian, if any, who is not a signatory to this Consent, Release and Hold Harmless Agreement, I hereby consent to participation in any and all Unit activities, and release** the following individuals and organizations and **agree to hold them harmless** from any and all claims, liability, damages or causes of action which may result from their and/or my participation in any or all Scouting Unit activities: • the Scout Unit; • SJD; • the Diocese; • SHAC; • BSA; the parent organizations and/or affiliates of each of them; and • the officers, directors, members, partners, employees, agents, volunteers, and participants of each of the foregoing, including but not limited to any volunteer host of a location where a Scouting Unit activity takes place (if any).

2. The above release and hold-harmless agreement applies (without limitation) even in cases of negligence or gross negligence (by act or omission) on the part of one or more of the individuals and organizations listed in the previous paragraph.

3. I acknowledge that **I may be found by a court of law to have waived the right to maintain a lawsuit** against any of the foregoing individuals and organizations on the basis of any claim from which they have been released and held harmless above.

I agree that any lawsuit against any of the foregoing individuals and/or organizations arising out of or relating to a Unit activity must be filed exclusively in the courts having jurisdiction in Houston, Texas, and that the substantive law of the State of Texas will apply without regard to the conflict of law rules of that state.

Minor Child's Printed Name: _____

(Signature of Parent or Guardian and Date)
