

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGMENT OF RISK

In consideration of the use of canoes or kayaks and related equipment (the "Equipment") owned by Troop 55, Sam Houston Area Council, Boy Scouts of America ("BSA"), and its sponsoring entity St. John's Episcopal Church, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as the "Troop"), I hereby agree to release and discharge the Troop, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that canoeing, kayaking, and related water sports entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to myself, to property, or emotional injury, paralysis, death, or damage to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: drowning; serious injury from falling or being thrown from a boat; being trapped between boats or between a boat and another obstacle; collision with obstacles; being struck by boats; equipment failure; abrasions or fractures from river beds or from collisions; the negligence of myself or other boaters, participants, or other persons who may be present; head injuries; entanglement with strainers; injury from bank obstacles, including trees and fishing tackle; failure of adequate supervision or training; encounters with wildlife; or any other foreseen or unforeseen risk.

2. I expressly agree and promise to accept and assume all of the risks existing in this use of the Equipment. My use of the Equipment is purely voluntary, and I elect to use the Equipment in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the Troop from any and all claims, demands, or causes of action, which are in any way connected with my use of the Equipment, **including any such Claims, which allege negligent acts or omissions of the Troop.**

4. Should the Troop, 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 them harmless for all such fees and costs.

5. 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 costs of such injury or damage myself. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume -- and bear the costs of -- all risks that may be created directly or indirectly, by any such condition. I certify that I am familiar with water sports and am an adequate swimmer.

6. In the event that I file a lawsuit against the Troop, I agree to do so solely in the Harris County, Texas, and I further agree that the substantive law of that state shall apply in that action without regarding to the conflict of law rules of that state.

7. I acknowledge that I understand that use of the Equipment is not a scouting activity and not associated with the Troop or BSA.

By signing this document, I acknowledge that if anyone is hurt or property is damaged by my participation in this activity and use of the Troop Equipment, I may be found by a court of law to have waived my right to maintain a lawsuit against the Troop on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print Name: _____ Signature: _____

Address: _____ City/State: _____ Zip Code: _____

Phone: _____ Birthdate: _____ Today's Date: _____

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION
(Must be completed by participants under the age of 18)**

In consideration of _____ (print minor's name) ("Minor") being permitted by the Troop to use its equipment, I further agree to indemnify and hold harmless the Troop from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: _____ Print Name: _____ Date: _____

LEADER'S CERTIFICATION

I am responsible for use of the Equipment for a non-scouting event as follows:

Date: _____

Boats and equipment taken: _____

River or Lake: _____

I agree to be personally responsible for the loss or damage to any Equipment. For the use of the Equipment, I will agree to pay \$25 per boat per day.

I further acknowledge that even though the planned activity is **not** a BSA activity, it is the policy of the Troop that my group's use of the Equipment requires compliance with Sam Houston Area Council ("SHAC") requirements for granting a canoe permit, including (1) two-deep adult leadership; (2) appropriate SHAC certified flatwater or whitewater training (as applicable) for adults in my group; (3) the presence of a certified BSA lifeguard; and (4) swimmer status for participants. The participants in the activity will include adults who meet the leadership requirements for a SHAC canoe permit. I agree that I will require appropriate PFDs to be worn by each member of any group while canoeing or kayaking.

Leader, Signature

Name: _____

Address: _____

Telephone: _____