



ADULT RELEASE AND INDEMNITY / INDIVIDUAL HOLD-HARMLESS AGREEMENT FOR WHITEWATER ACTIVITIES AT, ON, NEAR, OR ABOUT A BAY-LAKES COUNCIL PROPERTY ***READ BEFORE SIGNING***

Printed FULL NAME of ADULT Participant: _____

I understand that the use of facilities or equipment at Gardner Dam Adventure Base, Bear Paw Scout Camp, Camp Rokilio, Jax Camp, or Camp Brown (the "BLC Property"), a camp, or camp property, or other real property owned or operated by Bay-Lakes Council, Inc. Boy Scouts of America or one of its subsidiary entities (collectively, the "BLC"), and the conduct of whitewater activities whether on the BLC Property or off of the premises, are strenuous and involve significant risk (including, without limitation, the risks of serious injury, permanent injury, and death). This agreement is made under the laws of the State of Wisconsin. I willingly agree to comply with terms and conditions for participation.

RELEASE AND INDEMNIFICATION

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNIFIED PERSONS AND RELEASEES, or others, and assume full responsibility for my participation. After careful analysis of the risks involved, and in consideration of the benefits to be derived by the undersigned from the use of, and activities at, on, near, or about the BLC Property, as well as for other good and valuable consideration (the receipt and sufficiency of all of which are hereby acknowledged), I, the undersigned, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin hereby:

1. Waiver of Liability. EXPRESSLY WAIVE all claims, causes of action, costs, damages, expenses, losses, liabilities and suits (including, without limitation, any claim, cause of action, demand or assertion of liability under any municipal, state or federal law (including any action under the Americans with Disabilities Act)) against (i) Boy Scouts of America, Inc., (ii) BLC, and (iii) all affiliates, agents, associates, chartered organizations, directors, employees, officers, leaders, members, representatives, sponsors, advertisers, servants and volunteers of each of the foregoing (all of the persons and entities described in clauses (i)-(iii) being, jointly and severally, the "Indemnified Persons"), on account of any personal injury, property loss, damage, accident, death, injury or illness suffered by the undersigned that arises from, or as a result of, or incidental to, or in connection with, their use of, or presence on, the BLC Property or any services, structures or equipment located in, on, near, or about the BLC Property (a "Loss").

2. Indemnification: AGREE TO indemnify and hold harmless the Indemnified Persons, and each of them, and will assume liability for and reimburse the Indemnified Persons, and each of them, for (i) any such Loss, (ii) any claim, cause of action, demand or assertion of liability under any municipal, state, or federal law (including any action under the Americans with Disabilities Act) (a "Claim"); and (iii) any loss, liability, claim, damage and expense (including, discovery costs, investigation costs and reasonable attorneys' fees and expenses) suffered or incurred by the Indemnified Persons arising from, or as a result of, or incidental to, or in connection with, any such Loss or Claim.

Starting Date of Activity _____ Ending Date of Activity _____ Date of Birth _____ Email Address _____

Signature _____ Date of Signature _____

IF PARTICIPANT IS A MINOR, UNDER THE AGE OF MAJORITY IN THE STATE OF WISCONSIN (18), THIS FORM MAY NOT BE USED. FOR MINORS PLEASE USE THE "SCOUTING AMERICA BAY-LAKES COUNCIL PARENT OR LEGAL GUARDIAN RELEASE AND INDEMNITY / INDIVIDUAL HOLD-HARMLESS AGREEMENT FOR WHITEWATER ACTIVITIES BY MINORS" FORM.