

# Boy Scouts of America Western Los Angeles County Council

## Adult Release and Indemnification Agreement

The undersigned represents that he or she is over 18 years of age and wishes to participate, either as a paid customer, volunteer or as a paid staff member, in one or more of the camp programs sponsored or operated by the Western Los Angeles County Council, Boy Scouts of America, Inc. (the "Council"). The undersigned acknowledges that the camp programs contain activities that may pose some risk for personal injury, including, but not limited to, horseback riding, rifle or gun shooting, archery, camping, swimming, snorkeling, scuba diving, boating, sailing, hiking, mountain biking, crafts, use of sharp instruments, including a knife and ax, rock climbing, rappelling and other similar activities (the "Participatory Activities"). The undersigned acknowledges that participating in the Participatory Activities is at the undersigned's own risk.

In addition, each camp has rules and policies that all participants are required to abide by in compliance with the rules and policies of the Council, the Boy Scouts of America (National) ("Boy Scouts of America") and, in the case of Camp Emerald Bay, the Catalina Conservancy. These rules and policies preclude a Participant from engaging in certain activities (referred to herein as the "Prohibited Activities"). They include, but are not limited to:

- 1) A Participant must not throw rocks.
- 2) A Participant must follow the buddy system such that he must have a buddy for all activities at the Camp and may be asked to return to the camp if found without a buddy.
- 3) In the case of Camp Emerald Bay, the Camp has undeveloped and potentially unsafe areas including, but not limited to: Doctor's Point, the Chapel, all cliffs, and all hiking trails. Use of these areas by a Participant is considered to be "at his or her own risk."
- 4) A Participant may not swim or otherwise enter the water when the waterfront is closed.
- 5) A Participant may not enter areas designated as "off limits" or having a similar designation. Off limits areas include, but are not limited to:
  - a) Staff areas such as staff housing, laundry area, maintenance area and the staff lounge, except in case of emergency.
  - b) Program areas when closed. This includes but is not limited to: the field sports ranges, and, in the case of Camp Emerald Bay, the Pennington Marine Science Center, Scoutcraft area, Nature area, the Ship's Store, and the Camp water tank and helipad.
- 6) A Participant may not smoke.
- 7) A Participant may not feed, handle or in any way interact with animals. This includes, but is not limited to: feral cats, insects, foxes, squirrels, bison, deer and snakes.
- 8) A Participant may not use prohibited items which include:
  - a) Alcohol and narcotics (including medicinal marijuana)
  - b) Ammunition, firearms, compressed air guns, pellet guns, martial arts weapons, fish spears or spear guns, and bows and arrows (unless participating in an authorized and supervised activity designed for such purpose).
  - c) Bikes
  - d) Fireworks, fuel or propane
  - e) Any other illegal substance or items



By signing below I agree to abide by the above rules and policies as well as any additional ones that I am informed of by the camp staff.

With regard to the Participatory Activities and the Prohibited Activities, the undersigned , by signing below, agrees, on behalf of himself or herself and his or her spouse, children and/or family members, that (i) the Council, the Boy Scouts of America and each of their respective directors, officers, members, activity coordinators or instructors, staff members, participants, employees or volunteers (collectively and individually, the Indemnified Parties”), shall not be liable or responsible for any injury or damage the undersigned may suffer or incur as a result of participating in the Participatory Activities or the Prohibited Activities unless solely attributable to the gross negligence or intentional misconduct of the Indemnified Party, and (ii) the undersigned shall defend, hold harmless and indemnify the Indemnified Parties from and against all losses, claims, damages, costs or expenses (including reasonable legal fees and court or similar costs) in connection with any action or claim brought or made (or threatened to be brought or made) for, or on account of, any injuries or damages received or sustained by the undersigned, or in any way related to any action or omission arising, during the course of engaging in said Participatory Activities or Prohibited Activities, including, without limitation any action or claim brought or threatened to be brought, by my spouse, child or family member, unless solely attributable to the gross negligence or intentional misconduct of the Indemnified Party.

Signed: \_\_\_\_\_

Print full name: \_\_\_\_\_ Date: \_\_\_\_\_

