



# TROOPS OF SAINT GEORGE

VIRTUS. HONOR. FRATERNITAS.

## ACTIVITY WAIVER, CONSENT, RELEASE AND INDEMNIFICATION AGREEMENT

Event Name _____	Troop # _____
Event Date(s) _____	Location _____

I, \_\_\_\_\_ and my minor child/children:

Adult Name (printed)

\_\_\_\_\_ Child 1

\_\_\_\_\_ Child 2

\_\_\_\_\_ Child 3

\_\_\_\_\_ Child 4

acknowledge that we understand and agree to follow the rules and regulations of our local Troops of Saint George chapter during this local chapter event. We further agree to follow the policies and guidelines set forth by our charter organization, Troops of Saint George (hereinafter collectively referred to as "TSG").

**Assumption of Risks:** We knowing, understanding, and fully appreciating all possible risks hereby expressly, voluntarily and willingly assume ALL risks and dangers associated with our (myself and minor child) participation in camping and/or all related activities of the above referenced event. We understand and acknowledge that participation in this event and/or its related activities could result in minor, serious, and/or catastrophic injury and I agree that participation in any such activities shall be at my and my minor child(ren)'s and/or my sole risk. We understand that there is no program staff on duty, and TSG does not provide lifeguards, activity directors, first aid personnel, or others to monitor, supervise, oversee or direct us while at this event. I understand ***it is impossible to eliminate all risk and possibility of injury*** and that there are certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another and vary depending on the weather conditions and unknown variables, and we choose to voluntarily participate with full knowledge of such potential danger.

**Release:** IN CONSIDERATION OF THE BENEFITS RECEIVED FROM MY AND MY CHILD(REN)'S PARTICIPATION IN ACTIVITIES PROMOTED OR ARRANGED BY MY LOCAL TROOPS OF SAINT GEORGE CHAPTER, THE UNDERSIGNED, ON BEHALF OF MY MINOR CHILD(REN) AND MYSELF, INCLUDING ALL HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS OF MY CHILD(REN) AND/OR MYSELF, CONSENT TO MY AND MY CHILD(REN)'S PARTICIPATION IN THE ABOVE REFERENCED EVENT AND/OR ITS RELATED ACTIVITIES AND

FURTHER WAIVE ALL CLAIMS OR CAUSES OF ACTION AGAINST TSG, MY LOCAL TROOPS OF SAINT GEORGE CHAPTER, MY TROOP LEADERSHIP AND CHARTER ORGANIZATION, AND TSG'S AND MY LOCAL TROOPS OF SAINT GEORGE CHAPTER'S RESPECTIVE AGENTS, EXECUTIVE COMMITTEE, BOARD MEMBERS, DIRECTORS, TRUSTEES, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, VOLUNTEERS AND HEIRS AND SUCCESSORS THEREOF (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "RELEASEES") ARISING OUT OF MY MINOR CHILD(REN)'S AND/OR MY PARTICIPATION IN THE ABOVE REFERENCED EVENT AND ITS RELATED ACTIVITIES AND HEREBY RELEASE, HOLD HARMLESS AND DISCHARGE THE RELEASEES FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, SUITS, AND CAUSES OF ACTION WHATSOEVER, INCLUDING ATTORNEY FEES, ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY (WHETHER DIRECT, INDIRECT, CONSEQUENTIAL OR OTHERWISE), INCLUDING DEATH, THAT MY MINOR CHILD(REN) AND/OR I MIGHT SUSTAIN OR THAT ANY OF MY MINOR CHILD(REN)'S AND OR MY PROPERTY MIGHT SUSTAIN WHILE ON OR AT THE ABOVE REFERENCED LOCATION OR WHILE PARTICIPATING OR ATTENDING THE ABOVE REFERENCED EVENT OR ANY OF ITS RELATED ACTIVITIES EVEN IF SUCH CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, JUDGEMENTS, SETTLEMENTS, COSTS, FEES, AND EXPENSES ARE THE RESULT OF OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES.

**Acknowledgement of Understanding and Indemnification:** I HAVE READ THIS ACTIVITY WAIVER, CONSENT, RELEASE AND INDEMNIFICATION AGREEMENT AND UNDERSTAND THE TERMS USED IN IT AND THEIR LEGAL SIGNIFICANCE. THIS ACTIVITY WAIVER, CONSENT, RELEASE AND INDEMNIFICATION AGREEMENT IS FREELY AND VOLUNTARILY GIVEN WITH THE UNDERSTANDING THAT RIGHT TO LEGAL RECOURSE AGAINST THE RELEASEES IS KNOWINGLY GIVEN UP IN RETURN FOR ALLOWING MYSELF AND MY MINOR CHILD(REN)'S PARTICIPATION IN THE ABOVE REFERENCED EVENT AND/OR ANY SUCH ACTIVITIES. WE (MYSELF AND ON BEHALF OF MY MINOR CHILD) AGREE THAT THIS ACTIVITY WAIVER, CONSENT, RELEASE AND INDEMNIFICATION AGREEMENT RELEASES ALL RELEASEES FROM ANY CLAIMS ARISING OUT OF MY MINOR CHILD(REN)'S AND/OR MY PARTICIPATION AT THE ABOVE REFERENCED EVENT AND/OR ANY RELATED ACTIVITY, EVEN IF CAUSED BY NEGLIGENCE OF ANY OF THE RELEASEES AND WE (MYSELF AND ON BEHALF OF MY MINOR CHILD(REN)) AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, JUDGEMENTS, SETTLEMENTS, COSTS, FEES, AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND COURT OR OTHER COSTS) THAT ARISE FROM, RESULT FROM, RELATE TO, OR ARE CAUSED BY MY MINOR CHILD(REN) AND/OR MY PARTICIPATION IN THE ABOVE REFERENCED EVENT EVEN IF SUCH CLAIMS, ACTIONS, SUITS, LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, JUDGEMENTS, SETTLEMENTS, COSTS, FEES, AND EXPENSES ARE THE RESULT OF OR CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES.

**Dispute Resolution/Waiver of Jury Trial.** If a dispute arises under this Activity Waiver, Consent, Release and Indemnification Agreement and/or my and/or my minor child(ren)'s participation in the above referenced event, we (myself and an on behalf of my minor child) shall engage in good faith efforts to mediate a settlement prior to filing a demand for arbitration. Should the dispute not be resolved by mediation, we (myself and an on behalf of my minor child) agree that all disputes, controversies, or claims arising out of my and/or my minor child(ren)'s participation in the above referenced event, shall be submitted to binding arbitration before and in accordance with the Commercial Rules of the American Arbitration Association then in effect. **WE (MYSELF AND AN ON BEHALF OF MY MINOR CHILD ) ALSO WAIVE ALL RIGHT TO TRIAL BY JURY OF ANY CLAIMS ARISING FROM MY AND/OR MY MINOR CHILD(REN)'S PARTICIPATION IN THE ABOVE REFERENCED EVENT.**

**I have read and agreed to the statements made in the Troops of Saint George Officers Manual and agree to follow and adhere to them. I further agree to follow my troops and diocesan or parish youth protection policy, including all reporting responsibilities thereunder.**

**Photo and Video Release:** I give my permission for photographs and/or video footage taken of myself or my minor child(ren) while participating in the above referenced event to be used by TSG or by my local TSG chapter in marketing/public relations material.

By signature below, I acknowledge and accept all terms and conditions of this Activity Waiver, Consent, Release and Indemnification Agreement. If I am signing this Activity Waiver, Consent, Release and Indemnification Agreement on behalf of a minor, I certify that all representations are true and that I am the minor's legal guardian or custodial parent with full authority to bind the minor and myself to the terms and conditions of this Activity Waiver, Consent, Release and Indemnification Agreement. I further acknowledge that in freely signing and voluntarily giving my consent to the participant taking part in this activity I have given up substantial rights and without inducement I fully enter into and agree to the above Activity Waiver, Consent, Release and Indemnification Agreement.

\_\_\_\_\_ TSG Troop # \_\_\_\_\_  
Member/Parent/Guardian Name (Print)

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Member/Parent/Guardian (Signature)

In Case of Emergency, Contact: \_\_\_\_\_ Relationship \_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_