

Pacific Harbors Council Aquatics Waiver and Hold Harmless Agreement

**Please read carefully before signing. This is a Release of Liability and Waiver of certain legal rights.**

 In consideration of my being permitted to participate in any aquatics activities at any of the Pacific Harbors Council, Boy of America properties, I agree to the waiver and release.

I acknowledge that aquatic activities have inherent risks, hazards, and dangers for anyone that cannot be eliminated, particularly in a wilderness environment. To reduce the potential for injury, PERSONAL FLOTATION DEVICES WILL BE USED AT ALL TIMES IN ANY VESSELS UPON THE WATER. SWIMMERS WILL SWIM AT THEIR OWN RISK- NO LIFEGUARD ON DUTY.

I understand these risks, hazards, and dangers include but are not limited to:

1. The risk of disease and drowning and problems related to near-drowning
2. The risk of fractures and punctures, lightning, briars, and thorns
3. The risk of eye injury, blindness, heat stroke, cuts, infection, and strains.
4. The risk of falling limbs or trees.
5. The risk of insect bites, reptile bites, or animal bites.
6. The risk of contaminated lake water.
7. The risk of equipment malfunction, failure, or lack of safety equipment
8. The risk of. inclement weather conditions.

I shall indemnify, hold free and harmless, assume liability for, and defend the Boy Scouts of America, Pacific Harbors Council, or Scouting’s chartered organizations, and any of their affiliates, agents, servants, employees, officers, volunteers, and directors from any and all costs, expenses, including, but not limited to; attorney’s fees, reasonable investigative and discovery costs, court costs, and all other sums that Boy Scouts of America, Pacific Harbors Council, or Scouting’s chartered organizations, and any of their affiliates, agents, servants, employees, officers, volunteers, and directors incur as a result of any demand for claim assertion of liability under municipal, state, or federal law or cause of action, including any actions under the Americans with Disabilities Act, arising or alleged to have arisen out of any Council, Scouting’s chartered organizations, and any of their affiliates, agents, servants, employees, officers, volunteers, and directors.

I, for myself, my heirs, my successors, my executors and subrogates, further agree not to sue the Boy Scouts of America, the Pacific Harbors Council, or Scouting’s chartered organizations, and any of their affiliates, agents, servants, employees, officers, volunteers, and directors as a result of any injury/death, paralysis, equipment damage, personal or otherwise suffered in connection with my participation in this event.

I HAVE READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT.

Printed Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Phone Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For participants who are under the age of 18

Parent or Guardian Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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