

Day Phone: _____

Email: _____



Group / Event Name: _____

Date of Event: _____

ADULT WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The undersigned _____ (hereafter referred to as the "participant"), requests to be allowed to participate at the Orange County Council Boy Scouts of America Newport Sea Base (hereafter referred to as the "Sea Base") either using equipment as an activity or as part of a program activity (hereafter referred to as "the activities").

This agreement shall remain in effect until the Sea Base receives written notice of the cancellation of the consent or until the end of the activities described above.

VOLUNTEERS: I acknowledge and fully understand that while acting as a volunteer for Newport Sea Base, that I am a representative of Newport Sea Base. As such, I hereby agree to use my best judgment at all times while acting as a volunteer for Newport Sea Base and further **agree to place the interests of the organization and the children it serves above all else, and demonstrate compassion and understanding when educating others regarding same.**[_____]

In return for being permitted to take part in the activities and to use the facilities and property of the Sea Base, I make the following promises and warrant the truth of the following facts:

1. I am familiar with the programs included in the activities, and I understand the employees of the Sea Base are available to discuss the activities if I should wish additional information. I also understand I am solely responsible for my arrival and departure at the beginning and end of the day's activities. [Please initial to indicate you have read this paragraph. _____]
2. I am in good health, and I know of no reason why I would be incapable of participating in the activities. I will immediately notify the designated Sea Base supervisor if a change in my health or other condition would affect my ability to participate in the activities.
3. I know how to swim. [Please initial to confirm your ability. _____]
4. **WAIVER OF LIABILITY:** I waive and release any right I, my heirs, distributees, guardians, legal representatives, and assigns may have or acquire to make a claim against, sue, attach the property of, or prosecute employees and affiliated organizations, specifically the Orange County Council Boy Scouts of America and the County of Orange (herein referred to as "the releasees") for monetary damages caused by injury to myself arising from participation in the activities and the use of the facilities and property of the Sea Base, whether or not the injury or damage results from the negligent acts or omissions, except intentional acts, of any of the releasees. [Please initial to indicate you have read this paragraph. _____]
5. **ASSUMPTION OF RISK:** I am aware that the activities may involve maneuvering a boat, sailboard or other watercraft on deep waters in potentially hazardous conditions which may include, among other things, strong winds and high waves, sudden and unexpected immersion in deep waters, and collision with other watercraft or stationary objects such as docks, pilings and buoys. With knowledge of the dangers involved, I voluntarily ask that I be allowed to take part in the activities. I **ACCEPT ANY AND ALL RISKS TO MYSELF OF INJURY, DEATH, AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY OF THE SEA BASE, WHETHER OR NOT CAUSED BY THE NEGLIGENCE ACTS OR OMISSIONS, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.** [Please initial to indicate you have read this paragraph. _____]
6. **INDEMNITY AGREEMENT:** I agree to indemnify and hold the releasees harmless from any loss, liability, damage, or cost, including reasonable attorneys fees, that may occur due to my participation in the activities and use of facilities whether or not such loss, liability, damage, or cost results from the negligence or other action, except intentional acts, of any of the releasees. [Please initial to indicate you have read this paragraph. _____]
7. I authorize and give my full consent to Newport Sea Base to copyright and/or publish any and all photographs, videotapes and/or film in which I appear without limitations or reservations.

I have carefully read this agreement and fully understand its contents. I am aware the agreement includes a waiver of liability, an assumption of risk, and an agreement by me to indemnify the releasees, and I sign it of my own free will.

Participant Signature: _____ Print Name: _____

Date: _____ Phone Number: _____

Emergency Contact Name: _____ Emergency Contact Phone Number: _____

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10/3/2012