

## **East Texas Area Council Camp 2021 Informed Consent, Release, Hold Harmless, And Indemnification Agreement**

The following must be acknowledged by all participants, staff and adults. You will receive this document in your registration confirmation email. Please print them out and bring the signed forms with you to camp.

I understand that participating in Scouting Camp activities such as NYLT, Turkey Camp, Wood Badge, Winter Camp at the George W. Pirtle Scout Reservation operated by the East Texas Area Council Boy Scouts of America (the "Council") involve a certain degree of risk that could result in illness including but not limited to COVID-19, injury, permanent disability, or death. In consideration of the benefits to be derived by the person named below (the "Participant") at Camp, after carefully considering the risk involved, in view of the fact that, the Council is a not-for-profit organization, and in consideration for being allowed to participate in Camp at the Pirtle Scout Reservation:

"COUNCIL PARTIES" MEANS THE COUNCIL AND RELATED ORGANIZATIONS, ANY AND ALL SCOUTING CHARTERED ORGANIZATIONS, EACH OF THEIR AFFILIATES, AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS, AND ANY AND ALL VOLUNTEERS INCLUDING BUT NOT LIMITED TO SCOUT LEADERS AND VOLUNTEERS CONDUCTING OR PARTICIPATING IN CAMP ACTIVITIES AT PIRTLE SCOUT RESERVATION.

"ALL CLAIMS" MEANS ANY AND ALL COSTS AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, REASONABLE INVESTIGATIVE AND DISCOVERY COSTS, COURT COSTS, AND ALL OTHER SUMS THAT THE COUNCIL PARTIES INCUR AS A RESULT OF ANY DEMAND, CLAIM OR ASSERTION OF LIABILITY BROUGHT BY THE PARTICIPANT OR ANY PARTICIPANT PARTY UNDER ANY MUNICIPAL, STATE, OR FEDERAL LAW OR CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION ANY ACTION FOR ILLNESS OR INJURY TO PERSONS OR PROPERTY, INCLUDING DEATH, AND ANY ACTION UNDER THE AMERICANS WITH DISABILITIES ACT, ARISING OR ALLEGED TO HAVE ARISEN OUT OF ANY ACT OR OMISSION OF THE COUNCIL PARTIES, OR ANY USE OF REAL OR PERSONAL PROPERTY BELONGING TO OR USED BY THE COUNCIL PARTIES, IN CONNECTION WITH CAMP ACTIVITIES AT PIRTLE SCOUT RESERVATION, INCLUDING WITHOUT LIMITATION ANY CLAIM ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF ANY OF THE COUNCIL PARTIES.

"PARTICIPANT PARTY" MEANS THE PARTICIPANT, and THE PARTICIPANT'S PARENTS, GUARDIANS, HEIRS, EXECUTORS, ADMINISTRATORS, INSURERS, AND EACH OF THEIR ASSIGNS.

ON BEHALF OF THE PARTICIPANT NAMED BELOW, TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE AND WAIVE ANY AND ALL CLAIMS THAT I OR THE PARTICIPANT MAY HAVE IN CONNECTION WITH CAMP ACTIVITIES AT PIRTLE SCOUT RESERVATION AGAINST THE COUNCIL PARTIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, I WILL AND DO HEREBY INDEMNIFY, HOLD FREE AND HARMLESS, ASSUME LIABILITY FOR, AND DEFEND THE COUNCIL PARTIES FROM ALL CLAIMS PARTICIPANT OR ANY PARTICIPANT PARTY MAY HAVE NOW OR IN THE FUTURE HAVE IN CONNECTION WITH CAMP ACTIVITIES AT PIRTLE SCOUT RESERVATION.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH MYSELF AND THE COUNCIL PARTIES, THAT THE INDEMNITY PROVIDED FOR IN THIS DOCUMENT IS A RELEASE AND INDEMNITY BY ME TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNCIL PARTIES FOR THEIR OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE ILLNESS INCLUDING BUT NOT LIMITED TO COVID-19, INJURY, DEATH, OR DAMAGE.

Due to the nature of Camp activities at Pirtle Scout Reservation programs and activities, the East Texas Area Council, its employees, and its volunteers cannot continually monitor compliance of program participants, or any limitations imposed upon them by parents or medical providers. However, so that leaders can be as familiar as possible with any limitations, list any restrictions imposed on a child participant in connection with programs or activities below.

This Agreement will be construed under and governed by Texas law and any disputes related to it will be subject to venue in Tyler, Smith County, Texas.

**List Participant restrictions, if any (or state none):** \_\_\_\_\_

_____ <b>Participant's Name</b>	_____ <b>Unit Type and Number</b>	_____ <b>Date</b>
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**(If participant is less than 18 years of age, a parent or guardian must also sign below)**

_____ <b>Adult Participant/Parent or Guardian (signature)</b>	_____ <b>Unit Type and Number</b>	_____ <b>Date</b>
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\_\_\_\_\_  
**Printed Name**

**All persons participating in Camp Activities must bring this form completed and signed to participate in Camp.**