INFORMED CONSENT, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I understand that participating in certain activities, such as Climbing, Rappelling, Zip Line, Project C.O.P.E. and Horseback Riding (the "Special Activities") at El Rancho Cima Boy Scout Camp owned by the Sam Houston Area Council Boy Scouts of America (the "Council") involves a certain degree of risk that could result in serious injury, permanent disability or death. In consideration of the benefits to be derived by the person named below (the "Participant") in the Special Activities, after carefully considering the risk involved, and in view of the fact that the Council is a not-for-profit organization:

ON BEHALF OF THE PARTICIPANT NAMED BELOW, TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE AND WAIVE ALL CLAIMS THAT I OR THE PARTICIPANT MAY HAVE IN CONNECTION WITH THE SPECIAL ACTIVITIES AGAINST THE FOLLOWING (THE "COUNCIL PARTIES"): THE BOY SCOUTS OF AMERICA, THE COUNCIL, ANY SCOUTING CHARTERED ORGANIZATION, AND EACH OF THEIR AFFILIATES, AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS AND VOLUNTEERS.

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 IN CONNECTION WITH THE SPECIAL ACTIVITIES.

"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 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 THE COUNCIL PARTIES, IN CONNECTION WITH THE SPECIAL ACTIVITIES, INCLUDING WITHOUT LIMITATION ANY CLAIM ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OR FAULT OF THE COUNCIL PARTIES, OR ANY OF THEM.

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

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 INJURY, DEATH OR DAMAGE.

Due to the nature of programs and activities, the Boy Scouts of America, the Council and its employees and 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.

List Participant restrictions, if any (or state none): _____

Participant's Name	Unit Type and Number	Date

If participant is less than 18 years of age, a parent or guardian must sign.

Adult Participant/Parent or Guardian Signature	Telephone Number	Date

All persons participating in Climbing, Rappelling, Zip Line, Project C.O.P.E. or Horseback Riding must bring this form to camp completed in order to participate in these programs.