

BAY AREA COUNCIL
Boy Scouts of America
Galveston Bay Area Sea Experience
June 15 - 20, 2008

LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK
PLEASE READ CAREFULLY

I _____, HEREBY AFFIRM THAT I HAVE BEEN ADVISED AND THOROUGHLY INFORMED OF THE INHERENT HAZARDS OF SAILING AND OR TRAINING IN THE OPEN OCEAN AND/OR INTRACOASTAL WATERWAYS. Further, I understand that sailing involves certain inherent risks, such as exposure to the elements, risk of being struck by objects; rope burns, falling in the water and possible **death**. Understanding these risks I choose to proceed with this sailing trip, sailing instruction or leadership training and agree that neither the Boy Scouts of America, Bay Area Council, Royal B. Freas or any other adult scout leader, instructor, contractor, boat operator, or boat owner involved in any way with this course [hereinafter referred to as Released Parties] may be held liable or responsible in any way for any injury, death, or other damages to me or my family, heirs, or assigns that may occur as a result of my participation in this Sea Scout program.

In consideration of being allowed to participate in this high adventure program, I hereby personally assume all risks in connection with said program, for any harm, injury or damage that may befall me while engaged in said program, including both claims arising during the course of said program trips or following said program trips, whether foreseen or unforeseen.

I further save and hold harmless said Released Parties from any claim or lawsuit by me, my family, estate, heirs or assigns, arising during the course of my participation in this program.

I understand that sailing is a physically strenuous activity and that I will be exerting myself during this activity, and that if I am injured or die as a result of a stress related injury such as heart attack, panic, hyperventilation, etc., that I expressly assume the risk of said injuries and that I will not hold the above listed Released Parties responsible for the same. I also understand that I must be able to swim and certify that I meet the BSA swimmer's requirements and I am in excellent physical condition, with no restrictions on my activities. **I will provide a BSA Class III medical form upon my arrival.**

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand that the terms herein are contractual and not a mere recital, and that I have signed this document of my own free act. This release is valid until revoked by my parents or me in writing.

IT IS THE INTENTION OF (Sea Scout name) _____ BY THIS INSTRUMENT TO EXEMPT AND HOLD HARMLESS ROYAL B. FREAS, BAY AREA COUNCIL, BSA AND OTHER RELEASED PARTIES AS DEFINED ABOVE, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND EXPRESS ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED ON BEHALF OF MY HEIRS AND MYSELF.

Participant

Date

Parent or Guardian

Date