



**Monmouth Council Boy Scouts of America  
Forestburg Scout Reservation  
High Adventure Waiver  
Agreement and Release of Liability**



1. I am making this release because I or the Scout that I am the legal guardian of is participating in a Boy Scout program at Forestburg Scout Reservation. I hereby release and discharge the Boy Scouts of America, and their representatives, officers, employees, members and all other participants of this trip (further referred to as "the released parties") from any and all liability, claims, demands, or causes of action that I may have for injuries or and/or damages arising out of or related to participation in this trip or any activity during this trip, including but not limited to losses **caused by the negligence of the released parties.**
2. I further agree that **I will not sue or make a claim** against the released parties for damages or other losses sustained, arising out of or related to participation in this trip or any activity during this trip. I also agree **to indemnify and hold the released parties harmless** from all claims, judgements, and costs including attorney fees, incurred in connection with any action brought as a result of my participation in this trip or any activity during this trip.
3. I understand that this trip may include canoeing, rock climbing, rappelling, swimming, mountain biking, backpacking, horseback riding, water skiing, water tubing, hiking and automobile travel. I further understand and acknowledge that these activities may have inherent dangers and may involve the risk of serious bodily injury or even death. I also understand and acknowledge that no amount of care, caution, instructions or expertise can eliminate these risks. Knowing this, I wish to participate in or have the scout that I am the legal guardian of participate in all activities during this trip. **I expressly and voluntarily assume all risk of personal injury or death arising out of or related to participation in this trip or any activity during this trip whether or not caused by the negligence of the released parties.**
4. By placing my initials or a noticeable mark in the appropriate spot next to each event listed below, I hereby give my permission or refuse permission to participate in the named events.

YES	NO	EVENT DESCRIPTION
_____	_____	Horseback Riding
_____	_____	Water Skiing and Water Tubing
_____	_____	Backpacking
_____	_____	Rock Climbing and Rappelling
_____	_____	Canoeing on the Delaware River
_____	_____	Mountain Biking

5. I further understand that many of the above activities will take place at various locations off of Forestburg Scout Reservation. I hereby give my permission for the Scout that I am the legal guardian of to leave Forestburg Scout Reservation with any member of camp staff or any adult chosen by camp staff for the purposes of the high adventure program.
6. I hereby expressly recognize this agreement and release of liability as a contract pursuant to which I have released all claims against the released parties.

**I HAVE READ THE ABOVE RELEASE AND WAIVER. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I VOLUNTARILY SIGN THIS RELEASE AND WAIVER AGREEMENT. (A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN FOR ANY INDIVIDUAL UNDER THE AGE OF 18)**

Participant's Last Name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_

Participant's \_\_\_\_\_ Parent/Guardian \_\_\_\_\_  
Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**MONMOUTH COUNCIL BSA**  
**VILLA ROMA WAIVER**

- Horseback Riding** (INDIVIDUAL)  
**Climbing Wall** (INDIVIDUAL)  
**Inflatables** (INDIVIDUAL)  
**Paint Ball** (INDIVIDUAL)  
**GO-Karts** (INDIVIDUAL)

Participant Name \_\_\_\_\_ DATE \_\_\_\_\_  
*(Print)*

In consideration of being allowed to participate in any way at Villa Roma Resort and related events and activities I the undersigned, acknowledge, appreciate, and agree to the following:

- 1) The risk of injury from the activities involved in Horseback Riding/Climbing Wall/Inflatables/Paintball & Go-Karts is significant, including the potential for permanent paralysis and death.
- 2) I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of Villa Roma Resort or others, and Assume full responsibility for my participation. I confirm that I am physically and mentally capable of participating in Potato Sack Slide Riding/Wall Climbing/Inflatables.
- 3) I for myself and on behalf of my heirs, assigns ,personal representatives and next of kin, hereby release, indemnify, and hold harmless Villa Roma Resort, its officers, officials, agents, and/or employees, other participants, sponsors, advertisers and if applicable, owners and lessors of premises used for Potato Sack Slide Riding/Climbing Wall/Inflatables (RELEASEES), FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, AND LIBABIUTY ARISING OUT OF OR RELATED TO ANY INJURY, DISABILITY, OR DEATH I MAY SUFFER, or loss or damage to person or property. Whether arising from the negligence of the releasees if otherwise to the fullest extent permitted by law.
- 4) I permit the use of any photos, slides, film, or sketches of me taken during the day's activity for publicity, advertising, promotions, or other commercial purposes.
- 5) In consideration of using the facility PARTICIPANT CONTRACTUALLY AGREES that ALL claims for injury and/or death Shall be GOVERNED BY NEW YORK STATE LAW AND EXCLUSIVE JURISDICTION shall be in the District court resident where the allege incident occurred. (Sullivan County, NY)
- 6) PARTICIPANTS GOING ON THE GO-KARTS MUST BE AT LEAST 56 INCHES IN HEIGHT AND AGE 10 AND UP FOR SINGLE RIDERS ONLY. MUST BE 18 YEARS OF AGE FOR DOUBLES.
- 7) PARTICIPANTS GOING HORSEBACK RIDING & PAINT BALL MUST BE 10 YEARS OF AGE OR OLDER.

I have read this release of liability and assumption of risk agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Age \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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FOR PARENT/GUARDIANS OF PARTICIPANTS OF MINOR AGE: This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above all the Releasees, and for myself, my heirs, assign, and next of kin. I release and agree to indemnify Villa Roma Resort from any and all liability incidents to my minor child's participation with these activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES to the fullest extent permitted by law.

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_

PAYNE IN THE REAR, INC. WAIVER  
ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS  
AND  
RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in water sport events and activities and or being provided with watersport recreational property or services for myself and any minor children for whom I am a parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

- 1) **ACKNOWLEDGEMENT OF RISKS:** Acknowledge that some, but not all, of the risks of participating in the watersport activity, include; (1) Changing water flow, tides, currents, wave action and boats' wakes; (2) Collision with any of the following: other participants, the watercraft, other watercraft and manmade or natural objects; (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision and/or drowning; (6) The presence of insects and marine life forms; (7) Equipment failure or operator error; (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) Fatigue, chill and or dizziness which may diminish my/our reaction time and increase the risk of an accident.
- 2) **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** Agree to assume responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMES BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW).

I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity or riding in any watercraft.

- 3) **RELEASE:** I hereby release Payne in the Rear, Inc., its principals, directors, officers, agents, employees, and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, (Collectively "Releases") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.

Participant's Name (printed) \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

In emergency contact: \_\_\_\_\_

List any known allergies to plants, insects or medications (if more space is required, attach extra pages):  
\_\_\_\_\_

If participant is under 18, the parent or legal guardian must also sign \_\_\_\_\_