

Owasippe Land Use Waiver
Pathway to Adventure Council
Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement

**** By signing this document, you will waive certain legal rights, including the right to sue. Please read carefully ****
 The Pathway to Adventure Council (hereinafter the "property owner") is not providing any services related to the Activity and expresses no comment regarding the safety measures or operating practices employed by the user of the Activity.

As a condition to using Owasippe property, I agree to be bound by the following:
 I understand that participation in any recreational activity in general is a HAZARDOUS ACTIVITY that involves the risk of SERIOUS INJURY, INCLUDING PERMANENT DISABILITY AND DEATH. I understand that these injuries and death might result not only from my actions, but the actions and negligence of others and might occur both during the preparation for and the participation in the Activity. I agree that I am responsible for my safety while participation in the Activity. I further agree that I will participate in the Activity only: (a) when I am both physically and psychologically prepared to participate safely; (b) after fully familiarizing myself with the venue before beginning the Activity; and (c) while using equipment of a type and condition reasonably necessary to safely participate in the Activity.

I agree and understand that participation in recreational use of Owasippe property in general, and participation in the Activity, in particular, and regardless of all reasonable safety measures employed by the property owner of services and facilities for the Activity area can be extremely hazardous. I also agree and understand that the property owner is not providing any services related to the Activity, has not inspected the location for the Activity and expresses no comment regarding the safety measures or operating practices employed by the users of the Activity. I agree that I am responsible for evaluating whether I believe the Activity and the facilities and services related to the Activity are sufficiently safe that I wish to participate in the Activity. If I do not believe the Activity or the facilities or services related to the Activity are safe, I agree that I will not participate in the Activity.

As a condition precedent to participation in the Activity, I agree to assume all risk of personal injury, death, or property loss resulting from any cause whatsoever including but not limited to the inherent risks of hiking, mountain biking, travel to or within the area where the Activity is occurring, or negligence on the part of any officer, director, volunteer, affiliate, agent, or event coordinator of the property owner. I waive all claims of liability against the property owner and any officer, director, volunteer, affiliate, agent, or event coordinator thereof, including the right to file a lawsuit.

WAIVER AND RELEASE. In consideration for allowing me to participate in the Activity, I, on my behalf do hereby covenant and agree to release and hold harmless the property owner and any officer, director, volunteer, affiliate, agent, or event coordinator (hereinafter referred to as "Releasees") from all claims by me for any liability, injury, loss or damage in any way connected with the Activity including, but not limited to, my preparation for and/or participation in the Activity. Further I do hereby waive all claims of liability against Releasees including the right to file a lawsuit. This waiver and release shall bind any and all parties who might attempt to pursue any legal action or claim on my behalf including but not limited to personal representatives, heirs, beneficiaries, next of kin and/or assigns.

INDEMNIFICATION AGREEMENT: In consideration for allowing me to participate in the Activity as herein above described, I agree to indemnify and hold harmless the property owner and any officer, director, volunteer, affiliate, agent, or event coordinator thereof and all other persons released by me, as herein above set forth, from any and all losses, liabilities, claims, demands, damages, or judgments (including reimbursement for attorney fees and other costs) that they incur due to the presence of any claims or actions brought against me and/or which I, my heirs, beneficiaries, next of kin, personal representatives, or assigns may have as a result of my participation in the above activity.

This document is a legally binding contract, which supersedes any other agreements or law, that prohibits representations by or between the parties except as provided herein, and which is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which may result in any waiver of rights by the property owner. The laws of the State of Michigan govern this agreement. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

It is understood that the Pathway to Adventure Council, B.S.A. will not be liable for any accident, injury, loss or damage to the below named person or organization arising from any activities while on the Owasippe Scout Camp property.

Date _____ Name(please print clearly)	Signature
1	
2	
3	
4	

This form is valid for the remainder of the calendar year in which it is completed. A new form must be completed for each year.