

# Troop 890 Fishing Campout Waiver and Release of Liability

For and in consideration of the undersigned being permitted to participate in the Troop 890 Fishing Campout on **OCTOBER 19-20-21,2007**, at the ranch and lake property belonging to

**Mr. and Mrs. Robert Shiels**, (the "owners") located at

**5427 Farm Rd. 2515. Kaufman, Texas 75142 (the "Campout Site")**

and the benefits to the undersigned to be derived there from, the undersigned Scout, whether one or more, and the undersigned parent or guardian, on behalf of themselves and the named Scout or other minor, hereby agree as follows:

The undersigned understand and acknowledge that risks and dangers exist in the Campout, and that the Scout's participation in the Campout and the participation in any activity on the Campout and/or the condition or use of any equipment associated therewith may result in serious injury or death and that these risks and dangers may be caused by the conduct or negligence of the Scout, any other participants or any Indemnitees, as defined below, or by forces of nature, among other causes. By their execution hereof, the undersigned hereby expressly assume any and all risks and dangers, whether foreseeable or unforeseeable, known or unknown, of whatever kind, character or nature, and all responsibility for any losses, damages or injuries, whether caused in whole or in part by the conduct or negligence of the Scout, any other participants or any Indemnitees, as defined below, arising out of or in connection with the Campout, any activity on the Campout and/or the condition of or use any equipment or rental equipment associated therewith.

The undersigned hereby further agree to, and hereby do, waive, release, indemnify, save, protect, hold harmless, and defend Indemnitees from and against any and all claims, demands, liabilities, causes of action, losses, damages, including but not limited to those for bodily injury or wrongful death, court costs and reasonable attorney's fees arising out of or in connection with the Campout, any activity on the Campout and/or the condition of or use of any equipment or rental equipment associated therewith. For purposes of this waiver, the term "Indemnitees" shall cover and include the owners, directors, committee, trustees, officers, scoutmasters, employees, members, scouters, other Scouts, agents, representatives, contractors, (and assistants of the foregoing), of Lake Highlands United Methodist Church, and Boy Scout Troop 890.

This instrument shall be binding upon the undersigned, their heirs, successors and legal representatives.

**EXECUTED THIS \_\_\_\_\_ DAY OF OCTOBER, 2007.**

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**Scout**

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**Scouter, Parent and/or Guardian**