

Participant Agreement –

(including Acknowledgment and Assumption of Risks and Agreements of Release and Indemnity)

Please read this document carefully. It contains important information about the Challenge Course and Climbing Tower program of Girls Scouts-Arizona Cactus Pines Council, Inc. (“the Council”) and affects the legal rights of all who sign. This document must be signed by the Parent or Guardian (each referred to as “Parent”) of each participant in the program (“Participant”). The Parent signs and agrees for himself or herself and on behalf of the Participant. **This document must be signed also by each participant 12 to 17 years old.**

AGREEMENT TO PARTICIPATE

In consideration of being allowed to participate in this program which is organized and conducted by the Council, Participant and Parent acknowledge and agree as follows:

Activities and Risks

The program in which the child will participate includes challenge course activities (a challenge course is a network of obstacles, cables, ropes, swings and platforms, some as high as 50 feet off the ground, over which participants may walk and swing, with or without the assistance of other persons), and activities on and around a climbing tower (the tower being a structure of heights up to 50 feet, with hand and foot holds placed for moving laterally, up and down, while supported by other participants. Participants in Challenge Course and Wall activities may be assisted (“belayed”) by mechanical devices or by other participants or staff, using cables or ropes. These activities require moderate to strenuous physical exertion, balancing, lifting, pulling, pushing and climbing, and reliance on other persons, equipment and man-made structures. Hazards and risks include, among others, the following: those associated with active recreation in an outdoor setting, including heat, cold, sleet and rain; slippery and uneven footing; falling branches or limbs; poisonous and otherwise harmful insects, animals and plants; the possibility of close personal contact with others which may include inadvertent and unwelcome touching; the carelessness of other participants and staff, and the failure of equipment and structures, including the failure of mechanical and personal belays; loose hand- and foot-holds; collisions with other people and objects, abrasions from ropes and walls; and falls. The Council does not and cannot guarantee in any respect the mental or physical competency, condition or performance of any trip leader, vehicle driver, or other staff member or participant in the activities of the Council. These and other risks and hazards are inherent in the programs and activities of the Council and cannot be eliminated without significantly changing the nature of the activities. Participant and Parent understand that these and other hazards and risks may result in loss or damage to personal property, and personal injuries, including falls, abrasions, sprains, breaks, and other emotional and physical injuries, and, in extreme cases even death.

Participant has no medical or emotional condition which may adversely affect his or her participation in these activities or cause Participant to be a danger to himself or herself or to others. Parent has described on the Girl Health Form (MS28) provided by the Girl Scouts any and all medical conditions which Parent believes should be known to the Council. Parent understands that it is his or her sole responsibility to determine the Participant’s suitability, medical or otherwise, for the activities of the Council.

Assumption of Risks

Participant and Parent acknowledge and assume all risks of the activities, inherent or otherwise and whether or not described above. Parent has discussed the activities and their risks with the Participant and Parent represents that Participant understands the activities and their risks, including the fact that certain risks cannot be anticipated, and wishes to participate nevertheless. Parent consents to participation by Participant and Parent and Participant have signed below to reflect their understanding of the activities and risks, assumption of them and the desire of Participant to voluntarily participate.

Agreements of Release and Indemnity

Parent, for himself or herself and on behalf of the Participant, to the maximum extent allowed by law, agrees to release and hold harmless the Council, GSUSA, their respective shareholders, directors, officers, employees, agents and contractors

("Released Parties") from any and all claims which Parent or Participant may now have or acquire in the future, including claims of negligence (but not of gross negligence or intentionally wrongful conduct), as a result of or arising in any way from Participant's enrollment or participation in this program or any activities of the Council.

Parent agrees that he or she is solely responsible for any hospital, medical or other costs arising out of an injury or other loss sustained by or caused by Participant's participation in activities of the Council.

Parent further agrees to protect and indemnify (that is, pay any judgments, costs, and attorney's fees) the Council and the other released parties from any claim (including a claim of negligence of a released party but not of gross negligence or intentionally wrongful conduct) of any third party, including (but not limited to) rescuers, other participants in the activities of the Council and members of Participant's family, arising from Participant's enrollment or participation in activities of the Council.

Other

Parent agrees to reimburse or pay any and all costs of the Council or any other Released Party associated with defending a claim brought by Parent or child, to the extent that claim is dismissed or otherwise found to be without merit.

In the event of a dispute between Parent or Participant and the Council or any released party, Parent, for himself or herself and on behalf of the child, agrees that such dispute will be mediated in a good faith effort to resolve that dispute. Unless otherwise agreed in writing, any mediation or suit may be conducted or filed only in Maricopa County, Arizona, and the laws of Arizona will apply to any such dispute, excepting only the laws of the State of Arizona which may apply the laws of another jurisdiction.

Parent hereby consents to the provision of medical care for Participant in the event of an injury, illness or accident requiring medical attention during the activities of the Council. Parent further authorizes the Council to exchange with any third-party medical care giver such information regarding Participant's medical history or conditions as may be deemed important to either of them.

Parent and Participant understand that the activities described herein and all aspects of them are purely voluntary and Participant may choose not to participate. The Council may use photographic or other images of Participant for marketing or any other purpose deemed reasonable by the Council.

The agreement is intended to be binding, to the full extent of the law, on all who sign, their estates and executors. If any part of this agreement is deemed by a Court of competent jurisdiction to be unenforceable, the remaining parts of the Agreement will remain in full force and effect. This agreement may be amended only in writing.

Signature of Participant		Printed Name		Date	
Address		City		State	Zip
Phone	Email				

Signature of Parent/Guardian	Neighborhood, Troop or Group Scheduling Program
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