



Waiver and Hold Harmless Agreement

I, _____, have voluntarily agreed to participate in Boy Scouts of America Merit Badge Academy (“Program”) on the campus of Saint Leo University (“University”) on May 13, 2017. In consideration of the privilege of participating in the Program on the University campus, I hereby agree to the terms and conditions of this Waiver and Hold Harmless Agreement (the “Agreement”).

1. Assumption of Risk; Waiver of Liability

I understand that there are certain dangers, hazards, and risks inherent in the activities included in this Program, including but not limited to the risk of accidents, theft, assault, battery, natural disasters, illness, and disease. I understand that these dangers and hazards could result in death, serious bodily injury, and property damage, and that the University cannot and does not assume responsibility for any such death, bodily injury, or property damage. I voluntarily assume full responsibility for all risks of loss, property damage, and personal injury, including death that may be sustained by me as a result of participating in the Program. I also hereby waive, release, discharge, and agree to hold harmless the University and its Board of Trustees, officers, agents, and employees from and against all claims, losses, suits, liabilities, and expenses, including reasonable attorney’s fees and costs, arising from any bodily injury, including death, and property damage I may suffer as a result of the dangers, hazards, and risks identified above.

2. Hold Harmless

I hereby agree to indemnify, defend, and hold harmless the University and its Board of Trustees, officers, agents, and employees from and against all claims, losses, suits, liabilities, and expenses, including reasonable attorney’s fees and costs, arising from any death, bodily injury, or any property damage caused by my negligence, gross negligence, or intentional conduct during the Program, regardless of whether the death, bodily injury, or property damage occurred during a Program event or whether it occurred during my free time on the University campus outside of the Program itinerary.

2. Responsibility for Medical Needs

I have consulted with a doctor regarding my personal medical needs. There are no health-related reasons or problems that preclude or restrict my participation in this Program.

I have or will secure health insurance to provide adequate coverage for any injuries or illnesses that I may sustain or experience while participating in the Program. By my signature below, I certify that I have confirmed that my health care coverage will adequately cover me while engaging in the Program, and hereby release the University and its Board of Trustees, officers, employees, and agents from any responsibility or liability for expenses incurred by me for injuries or illnesses, including death, that I may incur because of those injuries or illnesses.

4. University’s Rights and Powers

I acknowledge that the University reserves the following rights and powers:

- a. The right to cancel all or part of the Program;
- b. The right to make any alterations, deletions, or modifications in the Program’s itinerary as deemed necessary by University administrators in their sole discretion.

5. Acceptable Conduct by Participant

I am aware of the behavior expected of me while participating in this Program. I am aware that, as a participant, there is certain behavior that is unacceptable and could lead to possible disruption of my participation in this Program. I am also aware that I must comply with all applicable laws. I agree to act in an appropriate and lawful manner at all times.

6. Governing Law; Forum

I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Florida, which shall be the forum for any lawsuits arising from, or relating to, this Agreement or the Program.

7. Execution and Enforceability of Waiver and Hold Harmless Agreement

It is my intention that this Agreement shall bind my family and spouse if I am alive, and my family, estate, heirs, administrators, personal representatives, or assigns if I am deceased. I hereby agree to indemnify, defend, and hold harmless the University and its Board of Trustees, officers, employees, and agents from any claim by me or my family, estate, heirs, administrators, personal representatives, and assigns arising out of my participation in the Program.

I acknowledge and represent that I have read and am fully informed of the contents of this Agreement, and I have signed this Agreement of my own free will.

I have executed this release in exchange for the privilege of participating in the Program, and I fully intend to be bound by this Agreement.

I ___ am / ___ am not at least eighteen (18) years of age and fully competent to sign this Agreement.

State of _____ County of _____

Month Day Year

Participant Signature

Please print name here: _____

(Parent approval is required if participant is under the age 18)

Signature of University Representative as Witness

Notary is required for parent's signature if not witnessed by a University Representative.

The foregoing instrument was acknowledged before me this ___ day of _____, 20__

By _____, who is personally known to me or who has produced _____?
As identification and who did (did not) take an oath

Signature of Notary (Notary seal)

<p>Please list name of person to notify in an Emergency</p> <p>NAME: _____</p> <p>PHONE: _____</p> <p>RELATIONSHIP: _____</p>

Please note any medical conditions/allergies you have that we should be aware of in case of an emergency: