

RELEASE AND WAIVER OF LIABILITY

In consideration for being allowed to access or use property owned or possessed by, and/or participate in programs, activities, or events sponsored, organized, provided, or performed by, Sea Scout Base Galveston, d/b/a Galveston Community Youth Sailing Center ("SSBG"), and on behalf of any minor or legally incompetent person listed as a Participant below, I agree to comply with, and ensure that such minor or legally incompetent person complies with, all rules and regulations posted or otherwise promulgated by SSBG regarding such property, programs, activities, and events, and I agree to PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS SSBG, its employees, directors, managers, officers, agents, representatives, and supporters, including Point Glass, LLC and its employees and owners (all such persons and entities together, the "Covered Group"), from and against any and all cost, expense, and liability for any illness, personal injury, death, financial loss, property loss, and/or property damage that I or the minor or legally incompetent individual might suffer or cause, and for any wrongful death action that the heirs and/or estate of any person might bring, arising out of, relating to, or associated with me or said minor or legally incompetent individual using or accessing property owned or possessed by SSBG or Point Glass, LLC and/or participating in a program, activity, or event sponsored, organized, provided, or performed by SSBG, INCLUDING, WITHOUT LIMITATION, ANY SUCH COST, EXPENSE, AND LIABILITY, OR WRONGFUL DEATH ACTION, CAUSED OR BROUGHT ABOUT BY THE NEGLIGENCE OF ANY MEMBER OF THE COVERED GROUP.

I UNDERSTAND THAT I AM AGREEING THAT NEITHER I NOR MY HEIRS OR ESTATE, AND NEITHER SAID MINOR OR LEGALLY INCOMPETENT INDIVIDUAL NOR HIS OR HER HEIRS OR ESTATE, MAY PURSUE ANY CLAIM FOR DAMAGES AGAINST ANY MEMBER OF THE COVERED GROUP ARISING OUT OF ANY PROPERTY OWNED OR POSSESSED BY SSBG OR POINT GLASS, LLC OR ARISING OUT OF ANY PROGRAM, ACTIVITY, OR EVENT SPONSORED, ORGANIZED, PROVIDED, OR PERFORMED BY SSBG.

THE UNDERSIGNED COMPETENT ADULT HEREBY AFFIRMS NATURAL OR LEGAL GUARDIANSHIP AND/OR LEGAL RESPONSIBILITY OVER ANY MINOR OR LEGALLY INCOMPETENT INDIVIDUAL LISTED AS A PARTICIPANT BELOW and consents to said minor or legally incompetent individual participating in the programs and activities of SSBG.

If it is determined that any provision herein is unenforceable under applicable law, the unenforceable provision shall automatically be amended to conform to that which is enforceable under the law, and all other provisions hereof shall be construed and enforced as if no unenforceable provision were ever included herein. This Release and Waiver of Liability is the entire agreement between the signatories and SSBG relating to the subject matter herein, supersedes all prior agreements, promises, correspondence, discussions, representations, and understandings regarding the subject matter herein, can be amended or modified only in a writing signed by SSBG and the below signatories, and shall be binding upon and inure to the benefit of the signatories and SSBG, their respective heirs, successors, and permitted assigns.

Circle Unit Type: Pack Troop Team Crew Ship **Unit Number:** _____

Home BSA Council: _____

Name of Participant

Name of Parent or Legally Responsible Person

Signature of Participant

Signature of Parent or Legally Responsible Person

_____/_____/_____
Date

_____/_____/_____
Date