



**Monmouth Council Boy Scouts of America  
Forestburg Scout Reservation  
High Adventure Waiver  
Agreement and Release of Liability**



- I am making this release because I or the Scout that I am the legal guardian of is participating in a Boy Scout program at Forestburg Scout Reservation. I hereby release and discharge the Boy Scouts of America, and their representatives, officers, employees, members and all other participants of this trip (further referred to as "the released parties") from any and all liability, claims, demands, or causes of action that I may have for injuries or and/or damages arising out of or related to participation in this trip or any activity during this trip, including but not limited to losses **caused by the negligence of the released parties.**
- I further agree that **I will not sue or make a claim** against the released parties for damages or other losses sustained, arising out of or related to participation in this trip or any activity during this trip. I also agree to **indemnify and hold the released parties harmless** from all claims, judgements, and costs including attorney fees, incurred in connection with any action brought as a result of my participation in this trip or any activity during this trip.
- I understand that this trip may include canoeing, rock climbing, rappelling, swimming, mountain biking, backpacking, horseback riding, water skiing, water tubing, hiking and automobile travel. I further understand and acknowledge that these activities may have inherent dangers and may involve the risk of serious bodily injury or even death. I also understand and acknowledge that no amount of care, caution, instructions or expertise can eliminate these risks. Knowing this, I wish to participate in or have the scout that I am the legal guardian of participate in all activities during this trip. **I expressly and voluntarily assume all risk of personal injury or death arising out of or related to participation in this trip or any activity during this trip whether or not caused by the negligence of the released parties.**
- By placing my initials or a noticeable mark in the appropriate spot next to each event listed below, I hereby give my permission or refuse permission to participate in the named events.

YES	NO	EVENT DESCRIPTION
___	___	Horseback Riding
___	___	Water Skiing and Water Tubing
___	___	Backpacking
___	___	Rock Climbing and Rappelling
___	___	Canoeing on the Delaware River
___	___	Mountain Biking

- I further understand that many of the above activities will take place at various locations off of Forestburg Scout Reservation. I hereby give my permission for the Scout that I am the legal guardian of to leave Forestburg Scout Reservation with any member of camp staff or any adult chosen by camp staff for the purposes of the high adventure program.
- I hereby expressly recognize this agreement and release of liability as a contract pursuant to which I have released all claims against the released parties.

**I HAVE READ THE ABOVE RELEASE AND WAIVER. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT. I VOLUNTARILY SIGN THIS RELEASE AND WAIVER AGREEMENT. (A PARENT OR LEGAL GUARDIAN MUST ALSO SIGN FOR ANY INDIVIDUAL UNDER THE AGE OF 18)**

Participant's Last Name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_

Participant's \_\_\_\_\_ Parent/Guardian  
Signature \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

MALIBU RANCH WAIVER

HORSE RIDING ASSUMPTION OF RISK AGREEMENT AND LIABILITY RELEASE FORM

**PLEASE READ CAREFULLY BEFORE SIGNING**

**IF YOU DO NOT UNDERSTAND THIS AGREEMENT, DO NOT SIGN IT.**

Serious injury may result from your participation in this activity. We do not guarantee your safety

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Riding Experience: \_\_\_\_\_ Beginner  
\_\_\_\_\_ Over 10 HRS

I understand that horseback riding is classified as a rugged sports activity. This stable chooses its horses for their calm disposition and sound basic training for novice and beginner riders. Malibu Ranch follows a rigid safety program. Yet, no horse is a completely safe horse. If a horse is frightened it may divert from its training and act according to its natural survival instincts which may include: stopping short, changing direction and speed, bucking, kicking, biting or running from danger.

I understand that, upon mounting a horse and taking up the reins, the rider is in primary control of the horse. The rider's safety largely depends on his/her ability to carry out simple instructions, and his/her ability to remain balanced aboard the moving animal. I agree that the rider shall be responsible for his/her own safety.

I understand that this stable is not responsible for elements of nature that can scare a horse such as thunder, lightning, wind, wild or domestic animals or insects which may sting a horse or person, and irregular footing on land which is subject to constant change according to weather. Rides must not make loud, sharp noises such as screaming or yelling which may scare a horse.

I understand that saddle girths (saddle fasteners around horses belly) may loosen during ride. If a rider notices this he/she must alert the nearest guide or wrangler as quickly as possible so action can be taken to avoid slippage of saddle and a potential fall from the horses.

I acknowledge, for myself and for any children entrusted to my care while on Malibu Ranch, that we have been offered the use of protective headgear (riding helmets) and the use of such protective headgear may prevent or reduce injury while riding. I also acknowledge that, while such headgear is no guarantee of safety, its use is recommended by Malibu Ranch.

I also understand that while experienced riders accompany all groups on horseback, they cannot completely prevent foolish or irresponsible acts by other riders, which may affect the horse ridden by me, or any child in my custody.

Liability release:

In consideration of Malibu Ranch allowing my participation in horseback riding and all other activities at Malibu Ranch, including horseback riding, I agree to release Malibu Ranch and employees for liability for injury sustained by me or any child in my custody while at Malibu Ranch due to ordinary negligence or otherwise, in the use of the facilities, including horses.

I further agree to indemnify and hold Malibu Ranch harmless from any claim or law suit for personal injury instituted on behalf of any and all children who accompany me to Malibu Ranch, or who are left in my custody, while at Malibu Ranch.

I have read and understand this agreement, warning and assumption of risk.

\_\_\_\_\_  
Signature of rider or adult having custody of minor child.

\_\_\_\_\_  
Date

PAYNE IN THE REAR, INC. WAIVER  
ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS  
AND  
RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to participate in water sport events and activities and or being provided with watersport recreational property or services for myself and any minor children for whom I am a parent, legal guardian or otherwise responsible, and for my/our heirs, personal representatives or assigns:

- 1) **ACKNOWLEDGEMENT OF RISKS:** Acknowledge that some, but not all, of the risks of participating in the watersport activity, include; (1) Changing water flow, tides, currents, wave action and boats' wakes; (2) Collision with any of the following: other participants, the watercraft, other watercraft and manmade or natural objects; (3) Wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature; (4) My sense of balance, physical coordination, ability to operate equipment, swim and/or follow directions; (5) Collision and/or drowning; (6) The presence of insects and marine life forms; (7) Equipment failure or operator error; (8) Heat or sun related injuries or illnesses, including sunburn, sunstroke or dehydration; (9) Fatigue, chill and or dizziness which may diminish my/our reaction time and increase the risk of an accident.
- 2) **EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** Agree to assume responsibility for all the risks of the activity, whether identified above or not, (EVEN THOSE RISKS ARISING OUT OF THE NEGLIGENCE OF THE RELEASEES NAMES BELOW). My/our participation in the activity is purely voluntary. I assume full responsibility for myself and any of my minor children for whom I am responsible, for any bodily injury, accident, illness, paralysis, death, loss of personal property and expenses thereof as a result of any accident which may occur while I/we participate in the activity (EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE RELEASEES NAMED BELOW).

I agree to wear a U.S. Coast Guard approved personal flotation device (life jacket) while participating in the activity or riding in any watercraft.

- 3) **RELEASE:** I hereby release Payne in the Rear, Inc., its principals, directors, officers, agents, employees, and volunteers, their insurers and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted ("owner") and their insurers, if any, (Collectively "Releases") FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL INJURY OR DAMAGE (INCLUDING DEATH) TO ME OR MY MINOR CHILDREN AND OTHER PERSONS as a result of my/our participation in the activity, EVEN IF CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES NAMED ABOVE, OR ANY OTHER PERSON (INCLUDING MYSELF).

I HAVE READ THIS ASSUMPTION AND ACKNOWLEDGEMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT, I AM WAIVING VALUABLE LEGAL RIGHTS, INCLUDING ANY AND ALL RIGHTS I MAY HAVE AGAINST THE OWNER, THE OPERATOR NAMED ABOVE, OR THEIR EMPLOYEES, AGENTS, SERVANTS OR ASSIGNS.

Participant's Name (printed) \_\_\_\_\_ Age \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

In emergency contact: \_\_\_\_\_

List any known allergies to plants, insects or medications (if more space is required, attach extra pages):  
\_\_\_\_\_

If participant is under 18, the parent or legal guardian must also sign \_\_\_\_\_