

**Girl Scouts of San Jacinto Council
Assumption of Risk, Release of Liability, and Indemnity Agreement**

Girl's or Adult's Name _____ Troop # _____

Rules and regulations: I (and/or, as applicable, my minor child) hereby agree to be bound and to abide by the rules, regulations, and policies of Girl Scouts of San Jacinto Council ("GSSJC"), as may be amended from time to time.

Contagious or infectious disease: I am aware of the highly contagious nature of illnesses that could be present in our community including coronavirus(es) (including, without limitation, COVID-19) and influenza, as well as the symptoms, illnesses, and effects these illnesses cause. I am also aware that by participating in any GSSJC activity, I, my minor child, my family, our household members, and those with whom we come into contact, could experience exposure to or infection by contagious or infectious diseases, as well as their serious effects, which include illness, injury, permanent disability, and death. I acknowledge that this risk may result from or be compounded by the acts or omissions of others, including GSSJC employees and volunteers. I understand that GSSJC cannot guarantee that I, my family members, my household members, or those people with whom we come into contact, will not become infected with a contagious or infectious disease as a result of participating in GSSJC activities or while on GSSJC premises (collectively, "Contagious or Infectious Disease Risks").

Equitation and farm animal activity: I understand that Camp Pryor, Misty Meadows Ranch, and other GSSJC properties from time to time provide equitation and farm animal activities. I knowingly, willingly, and voluntarily acknowledge the inherent risks associated with equitation and/or any farm animal activities and know that equitation and/or any farm animal activities are inherently dangerous, and that participation in any equitation and/or any farm animal activities involves risks and dangers including, without limitation: the potential for serious bodily injury (including, without limitation, broken bones, head or neck injuries), sickness and disease (including communicable diseases or allergic reactions), trauma, pain & suffering, permanent disability, paralysis and death; loss of or damage to personal property; accidents arising out of the unpredictable behavior of any farm animals (including, without limitation, any equines (such as a horse, pony, mule, donkey, or hinny), bovines, sheep, goats, pigs, hogs, ratites (such as an ostrich, rhea, or emu), chicken and other fowl, and honeybees kept in a managed colony); exposure to extreme conditions and circumstances; accidents involving other participants, staff, volunteers, or spectators; contact or collision with other participants, farm animals, and/or natural or manmade objects; adverse weather conditions; facilities issues and premises conditions; failure of equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of GSSJC staff and volunteers; and other undefined, not readily foreseeable and presently unknown risks and dangers.

I further understand, acknowledge, and agree to heed the following FARM ANIMALS WARNING(S):

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING

UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES.

WARNING

ANY FARM ANIMAL ACTIVITY CAN BE DANGEROUS. PARTICIPATE AT YOUR OWN RISK. UNDER THE LAWS OF THE STATE OF TEXAS (TEX. CIV. PRAC. & REM. CODE CH. 87, ET. SEQ.), ALL PERSONS, INCLUDING A FARM ANIMAL ACTIVITY SPONSOR, FARM ANIMAL PROFESSIONAL, FARM OWNER OR LESSEE, LIVESTOCK PRODUCER, LIVESTOCK SHOW PARTICIPANT, OR LIVESTOCK SHOW SPONSOR, ARE NOT LIABLE FOR PROPERTY DAMAGE OR DAMAGES ARISING FROM THE PERSONAL INJURY OR DEATH OF A PARTICIPANT IN A FARM ANIMAL ACTIVITY OR LIVESTOCK SHOW IF THE PROPERTY DAMAGE, INJURY, OR DEATH RESULTS FROM THE DANGERS OR CONDITIONS THAT ARE AN INHERENT RISK OF A FARM ANIMAL, A FARM ANIMAL ACTIVITY, THE SHOWING OF AN ANIMAL ON A COMPETITIVE BASIS IN A LIVESTOCK SHOW, OR THE RAISING OR HANDLING OF LIVESTOCK ON A FARM, INCLUDING: (1) THE PROPENSITY OF A FARM ANIMAL OR LIVESTOCK ANIMAL TO BEHAVE IN WAYS THAT MAY RESULT IN PERSONAL

INJURY OR DEATH TO A PERSON ON THE ANIMAL, HANDLING THE ANIMAL, OR OTHERWISE AROUND THE ANIMAL; (2) THE UNPREDICTABILITY OF A FARM ANIMAL 'S OR LIVESTOCK ANIMAL 'S REACTION TO SOUND, A SUDDEN MOVEMENT, OR AN UNFAMILIAR OBJECT, PERSON, OR OTHER ANIMAL; (3) WITH RESPECT TO FARM ANIMAL ACTIVITIES INVOLVING EQUINE ANIMALS, CERTAIN LAND CONDITIONS AND HAZARDS, INCLUDING SURFACE AND SUBSURFACE CONDITIONS; (4) COLLISION WITH ANOTHER ANIMAL OR AN OBJECT; OR (5) THE POTENTIAL OF A PARTICIPANT TO ACT IN A NEGLIGENT MANNER THAT MAY CONTRIBUTE TO INJURY TO THE PARTICIPANT OR ANOTHER, INCLUDING FAILING TO MAINTAIN CONTROL OVER A FARM ANIMAL OR LIVESTOCK ANIMAL OR NOT ACTING WITHIN THE PARTICIPANT'S ABILITY.

Acknowledgement of Risks: I knowingly, willingly, and voluntarily acknowledge the inherent risks described above, including those associated with equitation and/or any farm animal activities and with contagious or infectious disease, and further acknowledge the risks inherent in any other GSSJ activity, including without limitation, the potential for serious bodily injury (including, without limitation, broken bones, head or neck injuries), sickness and disease (including communicable diseases), trauma, pain & suffering, permanent disability, paralysis and death, situations beyond the immediate control of GSSJC staff and volunteers, and other undefined, not readily foreseeable and presently unknown risks and dangers (collectively, the "Risks").

Assumption of Risks: I hereby **ASSUME ALL RISKS** of contagious or infectious disease or illness, equitation or farm activity, and/or any other GSSJC activity, including any injury, disability, or death experienced by myself, my minor child, or any their member of our family or household, regardless of whether such risk is caused, in whole or in part, by the sole, contributory, or concurrent negligence, strict liability, premises liability, or other tortious or wrongful conduct of Releasees (as defined below).

Waiver, release of liability, and indemnity: In consideration of being permitted to participate in any GSSJC activity including equitation activity, farm animal activity, and/or any other activities, I, on behalf of myself, my minor child, and any and all of our beneficiaries, heirs, next of kin, successors, assigns, representatives, and agents, do hereby **RELEASE, ACQUIT, AND FOREVER DISCHARGE** Girl Scouts of the USA and GSSJC and each of their respective Board of Directors, officers, employees, agents, representatives, volunteers, and/or associates, and their heirs, executors and administrators, successors and assigns, and any and all other persons and entities for whom they could be legally responsible (collectively, "Releasees") from any and all past, present, or future claims, demands, liabilities, causes of action, damages (collectively, "Claims") whether based on contract, promissory estoppel, statute, intentional or unintentional tort, personal injury, fraud, strict liability, premises liability, or any other theory of recovery, and whether for compensatory damages, specific performance, exemplary damages, attorneys' fees, court costs, expenses, interest, or compensation of any nature whatsoever, known or unknown, fixed or contingent, liquidated or unliquidated, accrued or unaccrued, now existing or that might arise hereafter, related to or arising out of any contagious or infectious disease, or equitation or farm activity, and/or any other activity, regardless of whether such claims are caused, in whole or in part, by the sole, contributory, or concurrent negligence, strict liability, premises liability, or other tortious or wrongful conduct of Releasees. **If, despite this Agreement, I, or anyone on my behalf or the minor's behalf, makes a Claim for liability against any of the Releasees, I will INDEMNIFY, DEFEND, AND HOLD HARMLESS each of the Releasees from any liabilities as a result of the Claim, regardless of any negligence or gross negligence, whether alleged or found, against any of the Releasees, and regardless of the degree of fault or culpable conduct attributed to the Releasees, even if such culpable conduct is attributed to be 100 percent.**

By signing below, **I hereby certify that I have** carefully read the Agreement in its entirety. I understand all terms and conditions in the Agreement, and recognize the Agreement contains an assumption of risk, a release and waiver from liability, and hold harmless and indemnification obligations. I understand am voluntarily giving up substantial legal rights, including the right to sue the Releasees as described above. I am voluntarily, knowingly, and unconditionally signing this Agreement and hereby agree to all of the terms and conditions of this Agreement.

This agreement may be electronically signed, and any electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNATURE OF PARTICIPANT/ GUARDIAN OR PARENT: _____

PRINT NAME OF GUARDIAN OR PARENT, IF APPLICABLE: _____

Date: _____

Note: This form is to be completed annually for each girl and adult member and retained in troop or special interest group files.