

Waiver and Release of Liability and Claims

In consideration for being permitted to participate in the Beach Day (Program), and by registering for this event, you assume all responsibility for the individuals for whom you are completing this ***Waiver and Release of Liability and Claims (Agreement)***. You acknowledge that you have the legal right and authority to register yourself and the other individuals in your party. You also acknowledge that you and all individuals for whom you are registering have read and agree to the following:

1. I/We wish to participate in the Program. I/We understand that my/our execution of this Agreement is a prerequisite for participation in the Program. I/We further understand that there are risks and dangers inherent in participating in this Program, which include but are not limited to: bodies of water in close proximity, wild life hazards, campfire hazards and the risks associated with not being near to medical facilities. It is my/our responsibility to contemplate these risks and dangers. I/we understand that these risks and dangers may result in injury, illness, disability, or death.
2. I/We understand that in order to be allowed to participate in the Program, I/we agree to assume all risks and to release and hold harmless with respect to any and all injury, illness, disability, death or loss or damage to person or property, whether caused by negligence or otherwise the following: Trail Life USA (TLUSA), Messiah Lutheran Church Inc., the Lutheran Church Missouri Synod (LCMS), Trail Life USA Troop FL-0007, and other Trail Life Troops and Charter Organizations participating. I/We also agree to assume all risks and to release and hold harmless all of the officers, agents, employees, assigns, successors in interest, contractors, vendors (and their agents), agencies, sponsors, officials and volunteers of: Trail Life USA (TLUSA), Messiah Lutheran Church Inc., the Lutheran Church Missouri Synod (LCMS), Trail Life USA Troop FL-0007, and other Trail Life Troops and Charter Organizations participating, including host families, camp facilitators, participating communities and clubs and all governmental and public entities including, but not limited to, the State, County and local municipalities where the program takes place. Those released and held harmless shall be collectively referred to as the "Released Parties".
3. I/We intend by this Agreement to release, in advance, and to waive my/our rights and to indemnify, defend, and hold harmless the Released Parties with respect to any cost, expense, liability and/or damage, including, but not limited to, personal injury, property damage, wrongful death and/or reasonable attorneys' fees and expenses related to the investigation or defense of any claims (collectively, "Damages") incurred if and to the extent that such Damages result from claims resulting from the activities or on account of any actions, negligent or otherwise, of the Released Parties. I/We understand and agree that this Agreement is binding on my/our heirs, assigns, estate, survivors, executors and legal representatives.
4. I/We understand that I/we am/are solely responsible for adequate personal property and liability insurance to cover any and all contingencies during the entire duration of the Program, including all travel time. I/We may also be required to subscribe, at my/our own expense, to medical, life, personal property, liability, or other type of insurance and that it is my/our responsibility to seek out and secure such insurance.
5. I/We understand that I/we am/are solely responsible for my/our health and safety, and I/we acknowledge that I/we am/are physically capable of participating in and completing this Program.

6. I/We agree to allow TLUSA, Messiah Lutheran Church Inc., LCMS, Trail Life USA Troop FL-0007, and other Trail Life Troops and Charter Organizations participating the use of my/our likeness for the purposes of publicity, training, and/or promotion.
7. Should any portion of this Agreement be judicially determined invalid, voidable, or unenforceable for any reason, such portion of this Agreement shall be severable from the remaining portions herein and the invalidity, voidability, or unenforceability thereof shall not affect the validity, effect, enforceability, or interpretation of the remaining provisions of this Agreement.
8. I/We have carefully read this Agreement and fully understand its contents and we understand and consent to its terms, and authorize my/our participation by my/our registering for the Program. I/We am/are aware that this is a ***Waiver and Release of Liability and Claims*** and a contract between me/us and the persons and entities mentioned above and I/we voluntarily sign of my/our own free will.
9. By entering into this Agreement, I/we am/are not relying on any oral or written representation or statements made by the Released Parties, other than what is set forth in this Agreement.

I/we have read this ***Waiver and Release of Liability and Claims***, and I/we fully understand its terms, and understand that I/we have given up legal rights by signing it (checking the box), and I/we sign it freely and voluntarily without any inducement.