

RELEASE AND WAIVER OF LIABILITY
Scouting America Erie Shores Council, Inc.
Camp Miakonda

The individual named below, the organization/group named below, and each participating person in said organization/group ("We" or "us") desire to enter and use the real property owned by Erie Shores Council, Inc. #460 ("Owner"), known as Camp Miakonda, located at 5600 W. Sylvania Ave., Toledo, OH ("Property"). In consideration of being permitted by the Owner to enter and use the Property, and in recognition of the Owner's reliance hereon, I, for myself, as authorized agent of the organization/group, and as attorney-in-fact for each participating person in said organization/group agree to the following terms and conditions:

1. WE ARE AWARE AND UNDERSTAND THAT ACCESSING THE PROPERTY MAY INVOLVE THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. WE ACKNOWLEDGE THAT ANY INJURIES THAT ANY OF US SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE OWNER, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE OWNER. NOTWITHSTANDING THE RISK, WE ACKNOWLEDGE THAT WE ARE VOLUNTARILY ACCESSING THE PROPERTY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE OWNER OR ANY RELEASEE OR OTHERWISE.

2. We hereby expressly waive and release any and all claims, now or hereafter known, against the Owner, Scouting America Erie Shores Council, Inc. #460, and their respective officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Releasees"), on account of injury, disability, death, or property damage arising out of or attributable to our being on or using the Property, whether arising out of the ordinary negligence of the Owner or any Releasees or otherwise. We covenant not to make or bring any such claim against the Owner or any other Releasee, and forever release and discharge the Owner and all other Releasees from liability under such claims.

3. We shall defend, indemnify, and hold harmless the Owner and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, incurred by the Owner or any other Releasees arising out of or resulting from any claim of a third party related to our being on the Property.

4. We have read, understand, and agree to comply with those certain Rules, Terms & Conditions for Non-Scout Group Use of Scout Camps/Facilities that have been provided to us. We agree that we will follow all instructions of any onsite property manager or other representative or agent of the Owner while on the Property.

5. If any term or provision of this Release is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision herein.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ERIE SHORES COUNCIL AND THE NATIONAL SCOUTING AMERICA COUNCIL.

SIGNED: _____

INDIVIDUAL NAME (Please Print): _____

ORGANIZATION/GROUP NAME: _____

DATE: _____

Letter of Agreement & Rules, Terms & Conditions
Non-Scout Group Use of Scout Camps/Facilities

1. The Organization/Group agrees that the group will abide by these Rules, Terms & Conditions, and any additional instructions of the camp Ranger and/or a Council-designated camp/local council management team member.
2. The Agreement for Non-Scout Use of Council Property ("Agreement") must be filled out and submitted to the Council ("Council") prior to the date of the use of any camp or facility, along with a certificate of insurance with a minimum of \$2,000,000 CSL (combined single limit including contractual liability coverage) naming Erie Shores Council and Scouting America, as additional insured and an executed Release and Waiver of Liability, and an approved copy of the Agreement will be returned as your authority to use the camp or facility.
3. The Council grants use to the organization/group ("Organization/Group") identified in the Agreement for the facilities and/or spaces identified in the Agreement and for the dates and times stated in the Agreement.
4. The Organization/Group shall pay the Council the Use Fee stated in the Agreement.
5. The Organization/Group agrees to provide at least one adult leader (defined as 21 years of age or older) for every ten (10) members of its group below the age of 21 years; at least one of the said leaders must be present with the group at all times while at the facilities or in camp.
6. While Scouting makes every effort to accommodate all persons with disabilities, Scouting America is a charitable, private organization not subject to the ADA, and any group who uses the facilities or camps is responsible for ADA compliance and any accommodations necessary for its participants and attendees.
7. All activities should be conducted on a smoke-free basis. We request that individuals over the age of 21 smoke in designated areas that include the parking lot, out of sight of youth or other guests. This includes the use of smokeless tobacco products, electronic cigarettes, personal vaporizers, or electronic nicotine delivery systems that simulate tobacco smoking. Alcohol, controlled substances, and/or illegal drugs are not permitted at any Council facility or camp property.
8. This agreement does not permit the use of any machine, apparatus, equipment, or tools owned by the Council except as specified in the Agreement.
9. Organization/Group shall confer with the appropriate Council staff to obtain permission to bring materials to rented spaces. The local council assumes no responsibility for damage to the property of others.
10. All laws regarding public assemblies must be strictly followed.
11. The Organization/Group shall make no alterations to and shall keep all facilities, spaces, and/or other Council property in good repair. All facilities, spaces, and/or other Council property used by the Organization/Group will be examined carefully after use, and the Organization/Group agrees to leave same in clean condition, and promptly make good for any loss or damage occurring during the use of said area, normal wear and tear accepted. If there is any reason to believe that the use may involve damage beyond that of ordinary wear and tear, the Organization/Group will pay the Council for such damage.
12. Any decorations or equipment of the Organization/Group must be promptly removed after use so as not to interfere with the Scouting or other activities. If there is a delay, the removal will be made by the Council at the expense of the Organization/Group. A rate of \$50 per hour for clean-up by the Camp Ranger will be charged.
13. On expiration of the time of use identified in the Agreement, the Organization/Group shall vacate all facilities, spaces, and other Council property and return same to the Council.

Activity/Purpose of Use:			
Use Start Date/Time:		Use End Date/Time:	
Areas of Use:			
Use Fee:	Fees are due to Council 24 hours before use.		

I, _____, hereby acknowledge that I am the authorized agent and responsible party responsible for the use Organization/Group. I further acknowledge that I have reviewed and understand the rules and regulations contained herein and agree to comply with all. I understand that failure to comply with the aforementioned rules will jeopardize the Organization/Group's future opportunities to use the local council facilities and/or camps.

Signature of the Organization/Group's Responsible Party

Print Name

Organization/Group Name

Responsible Party's Position/Job Title

Date