

EQUESTRIAN WAIVER OF LIABILITY

WARNING

Under Nebraska Law, neither an equine activity sponsor nor an equine professional is liable for an injury to or a death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to sections 25-21,249 to 25-21,253.

This is a waiver of rights and an agreement not to sue. You are giving up legal rights by signing this document. The Boy Scouts of America Mid-America Council is an equine activity sponsor as that term is defined in Nebraska law. Execution of this document is a condition to participating in horseback riding activities organized by or associated with the Boy Scouts of America Mid-America Council Program.

1. I acknowledge that trail rides and any and all events and activities associated with the Mid-America Council Horse Program ("Activities") are dangerous activities and that participation in the Activities as a participant, individual contractor, volunteer, or in any other capacity, without limitation (collectively "Participant"), exposes the Participant to a substantial and serious risk of property damage and/or personal injury.
2. I hereby agree to assume the risks associated with horses and to release and hold harmless any and all of the persons and/or entities mentioned herein who might otherwise be liable to me, my legal representatives, heirs, successors or assigns.
3. Being fully aware that participation in the Activities will expose me to substantial and serious risk of property damage and/or personal injury, and in consideration for having been given permission to participate in horseback riding activities organized by or associated with the Mid-America Council Program, I hereby release Charlie Nielsen and Shady Lane Ranch Inc, Walter S. Thomas, the Mid-America Council Boy Scout Trust, Inc. and the Boy Scouts of America, their respective officers, directors, employees, volunteers and agents ("Releasees") from liability for any and all claims for property damage, personal injury and/or death which I may have or which may hereafter accrue to me as a result of my participation in the Activities, including any claims that are known or unknown, foreseen or unforeseen, future or contingent.
4. I shall not at any time, directly or indirectly, commence or prosecute any action, suit or other proceeding against the Releasees arising out of or related to the actions, claims and/or demands hereby waived, released and discharged by me. This Waiver of Liability shall be binding upon me, my legal representatives, heirs, successors and assigns.

PHOTO RELEASE

I hereby assign and grant to the Mid-America Council, Boy Scouts of America, the right and permission to use and publish the photographs/film/videotapes/electronic representations and/or sound recordings made of me by the Boy Scouts of America, and I hereby release the Mid-America Council, Boy Scouts of America, from any and all liability from such use and publications.

I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of the Boy Scouts of America and I specifically waive any right to any compensation I may have for any of the foregoing.

PLEASE PRINT CLEARLY

Name of Participant _____ Troop # _____ District _____ Council _____

Address _____ City _____ State _____ Zip _____ Phone # _____

Equestrian Waiver

Photo Release

Signature _____ Date _____

Signature _____ Date _____

Guardian _____ Date _____
(For minor: not yet 19 years of age)

Guardian _____ Date _____
(For minor: not yet 19 years of age)

This Form Must Be Updated Annually.