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**GRAND CANYON COUNCIL, BSA**  
**NON-SCOUTING RELEASE, INDEMNITY AND HOLD-HARMLESS AGREEMENT**

This RELEASE, INDEMNITY AND HOLD-HARMLESS AGREEMENT (the “Agreement”) is entered into by \_\_\_\_\_ (“USER”) for the benefit of the Grand Canyon Council, Boy Scouts of America, the National Council of the Boy Scouts of America, their chartered organizations, and their affiliates, agents, servants, employees, officers, directors, volunteers, and participants (collectively, “GCC”), regarding the use of GCC property, equipment, or facilities (the “Property”).

Property and period of use: \_\_\_\_\_  
\_\_\_\_\_

USER acknowledges that its use of the Property involves the risk of personal injury, including death, and property damage, and expressly accepts those risks. In consideration of the benefits it will derive from using the Property, and after careful consideration of the risks involved, and recognizing GCC’s not-for-profit status, USER agrees as follows:

To the fullest extent allowed by law, USER, for itself and for all persons and entities using the Property under USER’s auspices, releases and waives any and all claims of every nature, including without limitation claims for personal injury, including death, and property damage, that it may and any time have or acquire against GCC arising out of or in any way connected with use of the Property.

USER agrees to indemnify GCC for, hold harmless and defend GCC from, and assume all liability for injuries, damages, demands, claims, and actions of every kind and source, including without limitation any claim or action under the Americans with Disabilities Act, arising or alleged to arise from the use of the Property, or arising or alleged to arise, in whole or in part, from any act or omission of GCC. USER will promptly indemnify GCC for any and all sums and expenses, including attorneys’ fees, investigative and discovery costs, court costs, damages, penalties, fines, and any other sums BRMC may voluntarily pay or incur, or become obligated to pay, on account of any matter covered by this Agreement.

USER agrees that all disputes under this Agreement shall, at the sole option of GCC, be resolved by arbitration pursuant to the Arizona Arbitration Act, A.R.S. § 12-1501 *et seq.* USER agrees that no legal action may be brought in any court for any claim against any party protected by this Agreement.

USER name: \_\_\_\_\_ Date: \_\_\_\_\_

Organization: \_\_\_\_\_ Title: \_\_\_\_\_

Signature \_\_\_\_\_ Tel. No. \_\_\_\_\_