

RELEASE, WAIVER & INDEMNIFICATION AGREEMENT
Application to fill out & sign and return with your application

This Release, Waiver and Indemnification Agreement is hereby given by _____ (“Indemnitor”), on the one hand, in favor of the 2019 World Jamboree and all other sponsors, donors, volunteers, organizers, and fund raisers.

RECITALS

WHEREAS, Indemnitor is a vendor at the 2019 World Jamboree to be held on July 20 – 31, 2019, at properties owned, managed, controlled or administered by the 2019 World Jamboree; and

WHEREAS, Indemnitor recognizes the potential for risk of harm to persons and property at the Jamboree; and

WHEREAS, Indemnitor desires that Indemnitees not be at risk for activities of the vendors at the Jamboree, including the activities of Indemnitor,

WHEREAS, Indemnitor agrees to carry and maintain in force at all times during the term of this Agreement the following coverage with minimum policy limits as follows: Commercial General Liability with limits of at least \$1,000,000 per occurrence and \$2,000,000 General Aggregate. Coverage to include bodily injury, property damage, \$2,000,000 Products/Completed Operations Aggregate. Umbrella/Excess General Liability insurance with minimum limits of \$2,000,000 which must be excess or follow form to the per occurrence general liability policy. Indemnitor’s insurance is primary and non-contributory. Insurance companies providing insurance to Indemnitor shall have a minimum Best’s Rating of A- and a Financial Size category listing of no lower than VIII, both provided by A.M. Best Company, Inc. Policies must contain a 30-day Notice of Cancellation, non-renewal, non-payment and any material changes, and contain a Waiver of Subrogation. All policies be endorsed to name New World19, LLC, Scouts Canada and Scouts Mexico as additional insureds. Indemnitor will provide a certificate of insurance confirming that the above requirements of Indemnitee are in place.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Indemnitor covenants as follows:

Indemnitor hereby releases Indemnitees and forever waives Indemnitor’s claims against Indemnitees for any and all claims, causes of action, damages, demands, penalties, and costs, including attorney fees, that arise in relation to the Jamboree. Indemnitor acknowledges that this Release applies to all claims or causes of action which currently exist or which have existed, or which may arise or are discovered in the future in relation to Indemnitor’s activities at the Jamboree. Indemnitor intends this to be a complete and total release of all claims, whether known or unknown, fixed or contingent, or whether the facts hereafter prove to be other than or different than the facts known by Indemnitor or believed by Indemnitor, and this Release and Waiver shall be construed as broadly as the law allows to accomplish this stated intention.

Indemnitor represents and agrees that no legal action of any kind will be taken against Indemnitees by them in relation to the Jamboree.

Indemnitor shall indemnify and hold Indemnitees harmless for any and all claims, demands, losses, costs, obligations, and liabilities Indemnitees may incur or suffer in direct or indirect relation to Indemnitor’s acts or omissions at the Jamboree. Indemnitor shall also indemnify and hold Indemnitees harmless from any and all claims, demands, losses, costs, obligations and liabilities that Indemnitees may incur or suffer as a result on Indemnitor’s breach of any agreement, covenant, or warranty in this Agreement. Indemnitor shall further indemnify and hold Indemnitees harmless from any and all liabilities, claims, and causes of action arising from operation of the Jamboree. The indemnity obligations of this paragraph shall include indemnity for reasonable attorney fees and court costs incurred.

This Agreement shall be governed by the laws of the State of Texas and shall be binding upon Indemnitor’s heirs, successors, agents or assigns and shall be for the benefit of (i) Indemnitees, their employees, officers, agents, affiliates, agents and assigns and (ii) all Jamboree volunteers, donors, sponsors, organizers, and fund raisers.

DATED this _____ day of _____, _____.

BY: _____