

## PLEASE READ THIS DOCUMENT CAREFULLY

**THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS AND INCLUDES: AN ASSUMPTION OF RISK, A WAIVER AND RELEASE OF LIABILITY, AND A COVENANT NOT TO SUE!**

### YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY

THIS YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY (the "Agreement") is made freely, knowingly, voluntarily and without duress as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by

\_\_\_\_\_, an individual whose address is \_\_\_\_\_, (such individual, together with all of the parents and guardians of Youth, jointly and severally, being "Guardian"), on behalf of Guardian and

\_\_\_\_\_, a minor ("Youth"), to, and for the benefit of, KATAHDIN AREA COUNCIL BOY SCOUTS OF AMERICA, INC. ("KAC"), a Maine non-profit corporation having its principal office at 90 Kelley Road, Orono, Maine 04473 and KCI CHARITIES, INC., a Maine non-profit corporation having its principal office at 48 Saratoga Ave, Bangor, Maine 04401 (together with their respective affiliates, associates and subsidiaries, jointly and severally, the "Council"), and the other Released Persons (as defined below).

In consideration of Youth being allowed to participate in Scouting Activities and Events (as defined below), Guardian, acknowledges and agrees as follows:

**1. PERMISSION.** Guardian hereby grants permission for Youth to participate in activities and events for, on behalf of, involving, relating to, or in connection with, Scouting, Scouting BSA, the Boys Scouts of America, Inc. (collectively, "BSA"), Council (including Order of the Arrow lodges), Camp Roosevelt, and Packs, Troops, Crews, Ships, and/or Posts ("Units") (including, without limitation, activities, advancement, adventures (both short-term and long-term), camping, camporees, ceremonies, construction and maintenance activities and events, council meetings and events, development and fundraising, district meetings and events, events, "high adventure" events and trips, hikes, lodge meetings and activities, "mix fixes", outings, rendezvous, product sales, "roundtables", service projects, training, transporting persons and/or equipment, trips, Unit meetings, using equipment and facilities provided by any of the Released Persons, and "wood-badge") (jointly and severally, "Scouting Activities and Events").

**2. CONSENT TO MEDIA USE.** Guardian hereby grant permission to BSA and Council, and authorize BSA and Council to produce, reproduce, broadcast, and otherwise use, audio recordings, photos, videos, and other depictions, likenesses, or images of Youth, in any media form in connection with Youth's attendance at or participation in any Scouting Activities and Events without compensation, until revoked by Guardian. Should Guardian wish to revoke such permission, Guardian must expressly do so in writing and such revocation must be acknowledged and witnessed by a representative of KAC prior to the commencement of any Scouting Activities or Events.

**3. ASSUMPTION OF RISK. GUARDIAN AND YOUTH UNDERSTAND AND CONFIRM ALL OF THE FOLLOWING:**

(i) that Scouting Activities and Events can be dangerous, can entail substantial risk (including the risk of death or permanent injury) and can be strenuous; (ii) that **Youth is physically and mentally fit, is sufficiently prepared to participate in Scouting Activities and Events, and is not subject to any health issues or conditions that would preclude Youth from participating in any Scouting Activities and Events;** (iii) that **an inherent risk of COVID-19 and other diseases and viruses exists in any public place** where people are present; (iv) that **COVID-19 is an**

**extremely contagious disease that can lead to severe illness and death and the Youth's participation in Scouting Activities and Events could result in Youth contracting COVID-19, suffering respiratory failure and/or death, and transmitting COVID-19 to family or household members and others who may also suffer such effects;** and (v) that, according to the Centers for Disease Control and Prevention, older persons, persons who are immunocompromised, and persons with underlying medical conditions (such as chronic lung disease, moderate to severe asthma, heart conditions, conditions that can cause a person to be immunocompromised (including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications), obesity, diabetes, chronic kidney disease and liver disease) are especially vulnerable. By participating in any Scouting Activities and Events, **Guardian and Youth, jointly and severally, knowingly, voluntarily, irrevocably, absolutely and unconditionally assume all risks now or hereafter related to, or arising from participation in any and all Scouting Activities and Events (including all risks for personal injury, illness, disease and viruses (including secondary transmissions, COVID-19 and exposure to COVID-19), death and/or property damage.**

**4. CONSENT TO TREATMENT.** Guardian consents to any medical treatment deemed advisable for any injury or harm to Youth during any Scouting Activities and Events.

**5. WAIVER AND RELEASE.** Guardian does hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Council, BSA, KCI Charities, Inc., Units, and their respective directors, officers, employees, agents, unit leaders, volunteers, donors (solely in their capacity as donors), chartered organizations, chartered organization representatives, and the successors and assigns of all of the foregoing (jointly and severally, the "Released Persons") from, **and covenants not to sue** any Released Persons for, any and all liabilities, claims, demands, costs, losses, obligations, causes of action, damages, deficiencies, expenses, incidental or consequential damages, fines, penalties, judgments, awards and assessments of any kind (whether arising from tort, contract or otherwise), which Youth may now or hereafter suffer or experience **in connection with or arising as a direct or indirect result of (i) any negligent acts or omissions of Youth or of any of the Released Persons, (ii) exposure to, or transmission of, COVID-19 at any Scouting Activities and Events; and (iii) any first aid or medical or health treatment or service provided to or for Youth in connection with any Scouting Activities and Events by person(s) acting on behalf of Council, BSA, or the Released Persons.**

**6. INSURANCE.** Guardian shall take reasonable care to provide for the health and safety of said Youth in connection with any Scouting Activities and Events. All Youth participating in Scouting Activities and Events are required to have active health insurance to participate in Scouting Activities and Events. Guardian acknowledges that Council and/or BSA will not be responsible for any medical expenses incurred by Youth resulting from participation in any Scouting Activities and Events. For more information regarding the BSA General Liability Insurance and prohibited activities, Guardian and Youth are encouraged to review <https://www.scouting.org/health-and-safety/gss/gss10/> and <https://www.scouting.org/health-and-safety/safety-moments/ unauthorized-restricted-activities/> and <https://www.scouting.org/health-and-safety/prohibited-activities-faqs/>.

**7. COMPLIANCE.** In connection with Youth's participation in any Scouting Activities and Events, Youth shall abide by all applicable laws, rules, regulations and executive orders ("Applicable Law") and the Charter, Bylaw, Rules and Regulations of BSA, and all applicable policies, rules, regulations, orders, operations manuals and other applicable literature, and requests of BSA and Council (including, without limitation, the Guide to Safe Scouting, all applicable BSA codes of conduct, the Scout Oath, the Scout Law, the Explorer Code, camp policies and youth protection policies) (collectively, "BSA Policies").

**8. GOVERNING LAW.** This Agreement shall be deemed to have been made and shall be governed by and construed and interpreted in accordance with the laws of the State of Maine without regard to such jurisdiction's principles of conflicts of law. Guardian, Youth, Council and the Released Persons submit to personal jurisdiction in the State of Maine for the enforcement of the provisions of this Agreement and waive

any and all rights to object to such jurisdiction for purposes of enforcing this Agreement. Each and all of the Released Persons are hereby designated and identified as named third-party beneficiaries of this Agreement with the right to enforce this Agreement. **Guardian agrees that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of Maine and other Applicable Law.**

**9. SEVERABILITY.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

**10. FACSIMILE.** A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement, including an executed signature page, by electronic transmission will constitute effective delivery of this Agreement for all purposes.

**11. HOLD HARMLESS.** Guardian, on behalf of Youth, hereby acknowledges and covenants that Guardian shall indemnify, hold harmless, and assume liability for Council, BSA, and KCI Charities, Inc. their respective affiliates, subsidiaries, directors, officers, employees, and agents against any demand for claim or claims for relief arising from any intentional or negligent acts or omissions of Youth while participating in Scouting Activities. This shall include all reasonable attorneys' fees and costs associated with responding to, and defending against, any demand for claim or claims for relief.

GUARDIAN IS SIGNING AS PARENT OR GUARDIAN of Youth, a minor child, with the consent of the other parent or guardian (if any). Guardian understands that Guardian may be giving up the right to sue. Guardian is VOLUNTARILY signing below intending to be legally bound by this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

**GUARDIAN (individually and on behalf of Youth):**

**WITNESS:**

\_\_\_\_\_

\_\_\_\_\_

Printed name:

Printed name:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1 - POLICIES**

BSA and Council are committed to providing safe, healthy and productive Scouting Activities and Events. Accordingly, the possession or use of, or being under the influence of, alcohol or illegal drugs (as classified under federal, state or local laws, **including marijuana**), and the possession of drug paraphernalia, will not be tolerated during any Scouting Activities or Events or on any property owned, leased, controlled or used by Council or BSA (each such property being a "Property"). Violation of this policy can result in immediate removal from the Property and/or Scouting (with no refund or reimbursement or other compensation or remuneration) and/or legal prosecution. While the proper use of prescribed medication by a patient under the care of a physician is permitted, such prescription medications must be dispensed in accordance with the applicable BSA Policies. Each Property is a "Drug & Alcohol Free Zone." Possession or use of alcohol and/or marijuana on any Property is prohibited. **FOR PURPOSES OF THE BSA POLICIES: (I) MARIJUANA IS AN ILLEGAL DRUG AND IS NOT A PRESCRIBED MEDICATION AND (II) USE OF MARIJUANA IS AN ILLEGAL USE OF DRUGS.**