

PLEASE READ THIS DOCUMENT CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT (I) INCLUDES AN ASSUMPTION OF RISK, A WAIVER AND RELEASE OF LIABILITY, AN INDEMNIFICATION OBLIGATION AND A COVENANT NOT TO SUE, AND (II) AFFECTS YOUR LEGAL RIGHTS!

YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY

THIS YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY (YOUTH) (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 referred to as “Guardian” herein), on behalf of Guardian and

_____, a minor (“Youth”), to, and for the benefit of, THREE HARBORS COUNCIL, INC., BOY SCOUTS OF AMERICA, a Wisconsin non-profit corporation having its principal office at 330 S. 84th Street, Milwaukee, WI 53214 (the “THC” and together with its 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), and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Guardian (on behalf of Guardian, Youth and all heirs, executors, administrators, legal representatives, next of kin, successors, and permitted assigns of each of Guardian and Youth (“Successors”), jointly and severally) covenants 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, 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, “mix fixes”, outings, rendezvouses, 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”). Guardian and Youth hereby release 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 Scouting, in any media form in connection with Youth’s attendance at or participation in any Scouting Activities and Events without compensation, for an unlimited duration.

2. **ASSUMPTION OF RISK. GUARDIAN AND YOUTH, JOINTLY AND SEVERALLY, UNDERSTAND AND CONFIRM ALL OF THE FOLLOWING:** (i) that Scouting Activities and Events may be dangerous and entail substantial risk (including the risk of death or permanent injury) and may 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 and Losses (as defined below) now or hereafter related to, or arising from, any and all Scouting Activities and Events (including all risks and Losses for personal injury, illness, disease and viruses (including secondary transmissions, COVID-19 and exposure to COVID-19), death and/or property damage.**

3. **WAIVER AND RELEASE.** Guardian and Youth, jointly and severally, do hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, and agree to hold harmless and indemnify, Council, BSA, and their respective directors, officers, employees, agents, volunteers, donors, chartered organizations, chartered organization representatives, and the successors and assigns of all of the foregoing (jointly and severally, the “Released Persons”) from, **and covenant not to sue** any Released Persons for, any and all liabilities, claims, demands, costs, losses, obligations, causes of action, damages, deficiencies, expenses (including, without limitation, costs of investigation and defense and reasonable attorneys’ fees and expenses), fines, penalties, judgments, awards and assessments of any kind (whether arising from tort, contract or otherwise and whether caused wholly or in part by the negligence, fault or other misconduct of any of the Released Persons or other volunteers) (“Losses”), which Youth or any Successors may now or hereafter suffer or experience in connection with or as a result of (i) any Scouting Activities and Events and (ii) any first aid or medical or health treatment or service provided in connection with any Scouting Activities and Events or otherwise. This waiver and release shall not apply to any Losses found to have resulted from the Released Person’s intentional and/or grossly negligent acts.

4. **INSURANCE.** Guardian shall take reasonable care to provide for the health and safety of Youth and others in connection with any Scouting Activities and Events. Guardian and Youth, jointly and severally, understand and agree: (i) that the Released Persons expressly disclaim responsibility for providing, and are under no obligation to provide, any health, medical, disability, travel or other insurance (“Insurance”) for the benefit of Youth or any other person; (ii) that Guardian is expected to, and has and will, maintain in effect appropriate and sufficient Insurance that covers Youth and Youth’s participation in Scouting Activities and Events and such Insurance is Youth’s primary insurance coverage and will be the insurance of first resort before contribution by any other insurance for any other person, including accidental death and dismemberment insurance and accident medical insurance; and (iii) Guardian and Youth are, and shall remain responsible for, payment of such hospital, physician, ambulance, dental, medical or other services as are obtained for Youth. Guardian and Youth, jointly and severally, consent to receive any medical treatment deemed advisable by others for any injury or harm to Youth during any Scouting Activities and Events.

5. **COMPLIANCE.** In connection with Youth’s participation in any Scouting Activities and Events, Youth shall comply with all applicable laws, rules, regulations and executive orders, and the Charter, Bylaws, Rules and Regulations of BSA, and all 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”).

6. **ASSIGNMENT AND SUCCESSORS.** This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and permitted assigns of Guardian and Youth, jointly and severally. 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.

7. **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 Wisconsin without regard to such jurisdiction’s principles of conflicts of law. Guardian, Youth, Successors, Council and the Released Persons submit to personal jurisdiction in the State of Wisconsin 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. **Guardian and Youth, jointly and severally, agrees that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of Wisconsin, other Applicable Laws, and the BSA Policies referenced above.**

8. **NO REVOCATION; SEVERABILITY.** Guardian and Youth, jointly and severally, hereby unconditionally and irrevocably waive any right to revoke this Agreement and acknowledge that this Agreement is continuing in nature and



irrevocable and applies to all presently existing and future obligations arising under this Agreement. 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.

9. **ELECTRONIC TRANSMISSION.** 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.

10. **WAIVER OF JURY TRIAL.** GUARDIAN AND SCOUT, JOINTLY AND SEVERALLY, KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SCOUTING ACTIVITIES AND EVENTS, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

SUBJECT ONLY TO THE EXCEPTIONS NOTED IN THIS AGREEMENT, GUARDIAN AND SCOUT, JOINTLY AND SEVERALLY, UNDERSTAND (I) THAT THIS AGREEMENT RELEASES AND DISCHARGES BSA, COUNCIL AND THE OTHER RELEASED PERSONS FROM ANY LIABILITY OR CLAIM THAT GUARDIAN OR YOUTH MAY HAVE AGAINST ANY RELEASED PERSON WITH RESPECT TO ANY PERSONAL INJURY, ILLNESS, DISEASE, VIRUS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM YOUTH'S PARTICIPATION IN ANY SCOUTING ACTIVITIES AND EVENTS, *WHETHER CAUSED BY THE NEGLIGENCE OF BSA, COUNCIL OR ANY OTHER RELEASED PERSON OR OTHERWISE*, AND (II) THAT BSA, COUNCIL AND THE OTHER RELEASED PERSONS DO NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER ASSISTANCE (INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE) IN THE EVENT OF PERSONAL INJURY, ILLNESS, DISEASE, VIRUSES, DEATH OR PROPERTY DAMAGE.

GUARDIAN IS SIGNING AS PARENT OR GUARDIAN of Youth, a minor child, with the consent of other parents or guardians (if any). Guardian understands that Guardian is giving up the rights of Youth and Successors to sue as well as giving up Guardian's own right to sue as set forth in this Agreement. Guardian is VOLUNTARILY signing below intending for Guardian, Youth and Successors TO BE LEGALLY BOUND. Guardian acknowledges s/he has been given the opportunity to negotiate the terms of the Agreement and has exercised that opportunity to the extent s/he has chosen to do so.

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

GUARDIAN:

WITNESS:

Printed name: _____

Printed name: _____

