

**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!**

**ADULT MEMBER RELEASE AND WAIVER OF LIABILITY**

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

("Volunteer"), 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. 84<sup>th</sup> 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 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), Volunteer (on behalf of Volunteer and Volunteer's heirs, executors, administrators, legal representatives, next of kin, successors, and permitted assigns ("Successors"), jointly and severally) covenants and agrees as follows:

1. **VOLUNTEER STATUS.** Volunteer, as a volunteer and on an uncompensated voluntary basis, will 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"). Volunteer hereby releases to BSA and Council, and authorizes BSA and Council to produce, reproduce, broadcast, and otherwise use, audio recordings, photos, videos, and other depictions, likenesses, or images of Volunteer, in any media form in connection with Volunteer's attendance at or participation in any Scouting Activities and Events, without compensation, for an unlimited duration.

2. **ASSUMPTION OF RISK. VOLUNTEER UNDERSTANDS AND CONFIRMS 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 **Volunteer 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 Volunteer 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 Volunteer's participation in Scouting Activities and Events could result in Volunteer 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, **Volunteer knowingly, voluntarily, irrevocably, absolutely and unconditionally assumes 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.** Volunteer does 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 covenants 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 Volunteer or 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.** Volunteer shall take reasonable care to provide for the health and safety of Volunteer and others in connection with any Scouting Activities and Events. Volunteer understands and agrees: (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 Volunteer or any other person; (ii) that Volunteer is expected to, and has and will, maintain in effect appropriate and sufficient Insurance that covers Volunteer and Volunteer’s participation in Scouting Activities and Events and such Insurance is Volunteer’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) Volunteer is, and shall remain responsible for, payment of such hospital, physician, ambulance, dental, medical or other services as are obtained for Volunteer. Volunteer consents to receive any medical treatment deemed advisable by others for any injury or harm to Volunteer during any Scouting Activities and Events.

5. **COMPLIANCE.** Volunteer authorizes BSA and/or Council to conduct such reference checks, background investigations, criminal history inquiries and other checks, references and inquiries with respect to Volunteer as BSA and/or Council, in its or their sole discretion, deems necessary or appropriate. In connection with Volunteer’s participation in any Scouting Activities and Events, Volunteer 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 Volunteer. 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. Volunteer, 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. **Volunteer agrees that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of Wisconsin and other Applicable Laws, and the BSA Policies referenced above.**

8. **NO REVOCATION; SEVERABILITY.** Volunteer hereby unconditionally and irrevocably waives any right to revoke this Agreement and acknowledges 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.** VOLUNTEER, 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, VOLUNTEER UNDERSTANDS (I) THAT THIS AGREEMENT RELEASES AND DISCHARGES BSA, COUNCIL AND THE OTHER RELEASED PERSONS FROM ANY LIABILITY OR CLAIM THAT VOLUNTEER MAY HAVE AGAINST ANY RELEASED PERSON WITH RESPECT TO ANY PERSONAL INJURY, ILLNESS, DISEASE, VIRUS, DEATH, OR PROPERTY DAMAGE THAT MAY RESULT FROM VOLUNTEER'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. VOLUNTEER ACKNOWLEDGES SHE/HE HAS BEEN GIVEN THE OPPORTUNITY TO NEGOTIATE THE TERMS OF THE AGREEMENT AND HAS EXERCISED THAT OPPORTUNITY TO THE EXTENT SHE/HE HAS CHOSE TO DO SO.**

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

**VOLUNTEER:**

**WITNESS:**

\_\_\_\_\_  
Printed name: \_\_\_\_\_

\_\_\_\_\_  
Printed name: \_\_\_\_\_

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