AURORA DISTRICT KLONDIKE 2021 Event Guide

IMPORTANT REMINDERS

Registration closes at 11:55 p.m. on Sunday, January 31, 2021

With the pandemic we must order the food earlier in order to ensure we get it on time. Please e-mail us dietary needs before Monday, February 1, 2021 at 12:00 noon so we can plan accordingly.

Event Informational Meeting – Sunday, January 31, 2021 at 7:00 p.m.

With some items changing daily, we wanted to host an informational meeting to go over event details including the schedule, trail information, competitions and allow for any questions units may have. This will be hosted via Zoom meeting program: https://us02web.zoom.us/j/3956609141?pwd=R04xeWtuUHJ3UXRxUDVrOWJSTGpxQT09

Meeting ID: 395 660 9141

Passcode: 123123

Guide Contents

Event Details & Logistics
Competition Information
Adventure Trail Outline
Patrol & Personal Gear Lists
Draft Event Schedule
Waiver & Screening Forms



QUESTIONS?

For additional information regarding:

Event schedule, competitions and general questions

Event Chair Peter Wojtowicz pedrowojo@hotmail.com (920) 495-9656

Adventure trail, trail judging questions and sign-up

Trail Boss Doug Reed II dfreed2@icloud.com (414) 651-4741

Online registration

Staff Advisor Larry Danner Larry.Danner@Scouting.org (414) 443-2853

Aurora District Klondike Event Overview February 6, 2021

Event Details

Location Indian Mound Scout Reservation

Cost
 \$20 – Includes: Registration, Patch, Program and 2 Hot Meals

Theme Community Heroes – for Sled Decorating Contest

○ Time 8:00 a.m. – 5:00 p.m.

Event Logistics

 All Scouts and Scouters will be required to submit a waiver and go through medical screening upon arrival.

- Face coverings will be required by all when not alone and social distancing policies will be followed throughout the event.
- Carpooling is highly discouraged to reduce exposure.
- Lunch and dinner will be provided and served "box lunch" style with distancing.
- o Meal Proposal:
 - Lunch: Chicken patty w/cheese, chips, apple, juice box, and cookies
 - Dinner: Lasagna, pickle, garlic bread, and brownie

Competitions

- Snow Snake each patrol will be asked to pre-select one Scout to compete in either, or both, categories of the competition. If two Scouts, snow snake will be sanitized between events. Categories will be distance and accuracy.
- Sled Decorating –patrols may choose to decorate their sled to the decorating theme during the gathering time period. Social distancing during decoration will be observed.
- Sled Race relay race with three (3) legs. Each leg will be ran with two (2) Scouts, one pushing and one pulling. Hand off locations will be established throughout the race course and sleds will be empty of all gear. No Scouts will ride in the sled.

Adventure Trail

- Will consist of 8 timed stations with a mixture of Scout skills and games. Skills may include orienteering, first aid, knots, firebuilding, communication, etc.
- Stations will have team events judged as individual activities or relay events.
- All station equipment will be provided by event staff and will be sanitized between uses so no sleds will be required on the trail.
- Scouts will be asked to have a backpack to carry personal gear only.
- Patrols will be judged on Scout Skill, Scout Spirit, and Teamwork. They may be penalized if social distancing and face covering rules are ignored.
- Please see the gear list provided and contact the trail boss with questions or issues.

PATROL EQUIPMENT

Each patrol will need to bring the following equipment with them for the trail competition they should be split up and carried by patrol members in backpacks (no sleds will be used on the trail this year):

	REQUIRED		SUGGESTED (Might help)
1.	Patrol Flag	1.	Scouts BSA Fieldbook
2.	(3) Scouts BSA Handbooks	2.	Flint and Steel Kit
3.	(2) Hatchets	3.	Newspaper
4.	(1) Bow saw	4.	A hammer or personal-sized mallet
5.	(3) Balls of twine (softball-sized)	5.	Several disposable facemasks
6.	(2) Lighters	6.	Patrol first aid kit

ALL SCOUTERS SHOULD BRING APPROPRIATE ATTIRE FOR THE WEATHER

PERSONAL SCOUT EQUIPMENT

EACH SCOUT will need to bring the following equipment with them for the patrol competition and be prepared to carry it in their own personal backpack (no sleds will be used on the trail this year):

1.	Neckerchief or Blindfold
2.	Facemask
3.	Compass (do not buy, we will have some to borrow)
4.	Personal Water Container
5.	Pocketknife / Totin' Chit
6.	Fireman Chit
7.	12-foot length of rope (for lashings or other activities – not twine)
8.	6-foot length of rope (for knot tying or other activities – not twine)
9.	Pen (non-ballpoint) or Pencil (with sharpener if applicable)
10.	Small Notebook or Memo Pad
11.	Frisbee (do not buy, we will have some to borrow)
12.	Extra socks, mittens, and other articles of clothing appropriate for the weather

ADDITIONAL EQUIPMENT & INFORMATION

Each patrol:

Will be allowed to carry any additional equipment they feel necessary, but they must carry it the entire time on the trail in their backpacks. No sleds will be allowed this year.

Judging of the events:

Will be done using guidelines set by the trail bosses and each unit is expected to provide judges to cover the same number of stations as you have patrols.

Credit will be given for the way a patrol conducts itself at the station, on the trail and to and from each station. Improper behavior may be penalized through a reduction in trail points.

Patrols will be expected to stay at its assigned station until instructed to go on to the next station by air horn or through their current judge.

SCHEDULE OF EVENTS (PROPOSED)

(Final schedule will be provided at event)

8:00 a.m. Registration & Medical Checks

8:30 a.m. Patrol Check-In Begins 9:00 a.m. Snow Snake Competition

Klondike Sled Decorating

9:45 a.m. Opening Assembly & Flag Ceremony 9:50 a.m. – 12:00 p.m. Adventure Trail – Morning Stations

12:00 p.m. Lunch

1:00 p.m. – 2:45 p.m. Adventure Trail – Afternoon Stations

3:00 p.m. Klondike Sled Race

4:00 p.m Dinner

4:30 p.m. Awards & Closing Ceremony

5:00 p.m. Depart & Safe Travels

Please direct questions to:

Event Chair Peter Wojtowicz <u>pedrowojo@hotmail.com</u> (920) 495-9656
Trail Boss Doug Reed II <u>dfreed2@icloud.com</u> (414) 651-4741
Staff Advisor Larry Danner <u>Larry.Danner@Scouting.org</u> (414) 443-2853

Family Self-Health Assessment for Three Harbors Council To be completed before arriving at camp

rroop i	# Pac	K#	City/St	ate		
Name:						
Have y	ou tested posi [.] YES	tive for Covid-1 NO	9 in the pas	st 14 days?		
Have y	ou had close c	ontact with som	neone who	has tested positive for Covid-19 i	n the la	st 14 days?
Do you	have an unex YES	plained sore thr NO	roat/cough	?		
Do you	have any shoi YES	rtness of breath NO	, or difficul	ty breathing?		
Have y	ou experience YES	d loss sense of s	smell or tas	te in last 14 days?		
Have y	ou experience YES	d unexplained r NO	muscle fatiຄູ	gue, Fever or chills in last 14 days?	?	
All Fan	nily members a	ittending Camp	:			
Name:				Parent/guardian or youth/Leade	<u>er</u>	<u>Temperature</u>
All per	sons in the car	have answered	I "no" to th	e Heath assessment questions ab	ove:	
Parent	's Signature			Date:		

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,
20by,
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. 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 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.
- ASSUMPTION OF RISK. VOLUNTEER UNDERSTANDS AND CONFIRMS ALL OF THE 2. 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. <u>INSURANCE</u>. 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 ("<u>Insurance</u>") 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. <u>COMPLIANCE</u>. 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. <u>ASSIGNMENT AND SUCCESSORS</u>. 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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PLEASE READ THIS DOCUMENT CAREFULLY!

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YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY

THIS YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY (YOUTH) (the "Agree	
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 r "Guardian" herein), on behalf of Guardian and	eferred to as
, a minor ("Yo	uth"), to, and for
the benefit of, THREE HARBORS COUNCIL, INC., BOY SCOUTS OF AMERICA, a Wisconsin no	
corporation having its principal office at 330 S. 84th Street, Milwaukee, WI 53214 (the "THC" and tog	ether with its
affiliates, associates and subsidiaries, jointly and severally, the "Council"), and the other Released Perbelow).	,
In consideration of Youth being allowed to participate in Scouting Activities and Events (as de	efined 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, "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.
- 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

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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. <u>WAIVER AND RELEASE</u>. 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 "<u>Released Persons</u>") 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) ("<u>Losses</u>"), 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. <u>INSURANCE</u>. 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 ("<u>Insurance</u>") 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. <u>COMPLIANCE</u>. 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, "<u>BSA Policies</u>").
- 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

Initial Here	

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. <u>WAIVER OF JURY TRIAL</u>. 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.

GUARDIAN: WITNESS:

Printed name: Printed name:

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