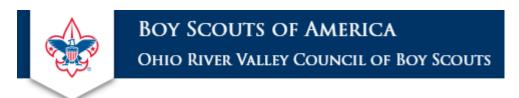
RESTARTING SCOUTING

Required Forms

[for registered youth & adults, and non-member volunteers]







RESTART SCOUTING UNIT CHECKLIST

	Participants Name	Youth Waiver	Adult Waiver	Annual Health & Medical Record (Part A & B)	Supplemental Medic Permission Form (As Needed)
_					

Completed form must be submitted upon check-in at ORVC event or property

THIS IS A LEGAL DOCUMENT THAT (I) INCLUDES AN ASSUMPTION OF RISK, A WAIVER AND RELEASE OF LIABILITY, 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 (the "AQ	greement") is made freely, knowingly, voluntarily and without duress as
of the day of	, 20 by
	, an individual whose address is
individual, together with all of the parents and guardians of You	rth, jointly and severally, being <u>"Guardia</u> n"), on behalf of Guardian and a minor
•	by Scouts of America, a West Virginia non-profit corporation having its e "ORVC" and together with its affiliates, associates and subsidiaries, as (as defined below).

In consideration of Youth being allowed to participate in Scouting Activities and Events (as defined below), as well as for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Guardian (on behalf of Guardian and Youth, jointly and severally), intending to be legally bound, 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 (including Order of the Arrow lodges), 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, "high adventure" events and trips, hikes, lodge meetings and activities, outings, rendezvouses, product sales, "roundtables", service projects, training, transporting persons and/or equipment, trips, Unit meetings, using equipment and facilities/properties provided by any of the Released Persons, and "NYLT or 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 Youth, 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 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, 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. Guardian and Youth, jointly and severally, consent to receive any medical treatment deemed advisable for any injury or harm to Youth during any Scouting Activities and Events.

- 3. WAIVER AND RELEASE. Guardian and Youth, jointly and severally, do hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Council, BSA, 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 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), which Youth may now or hereafter suffer or experience in connection with or as a result of (i) exposure to, or transmission of, COVID-19 at any Scouting Activities and Events and (ii) any first aid or medical or health treatment or service provided to or for Youth in connection with any Scouting Activities and Events.
- 4. INSURANCE. Guardian shall take reasonable care to provide for the health and safety of said Youth in connection with any Scouting Activities and Events. Guardian and Youth, jointly and severally, understand and agree to all of the following: (i) The comprehensive general liability insurance coverage provided by BSA (the "BSA General Liability Insurance"), subject to the terms, conditions and limits thereof, is intended to provide primary general liability coverage for registered adult members and chartered organizations with respect to claims arising out of an official Scouting activity (which generally is considered to be an activity consistent with the values, Charter and Bylaws, Rules and Regulations, operations manuals, and applicable literature of BSA). (ii) The insurance provided to an unregistered volunteer through the BSA General Liability Insurance is excess over any other insurance such unregistered volunteer might have to his or her benefit (usually a homeowners, personal liability, vehicle, or watercraft policy). (iii) The BSA General Liability Insurance does not provide indemnification or defense coverage to individuals who commit intentional and/or criminal acts. (iv) Prohibited activities (as described in the Guide to Safe Scouting and other applicable BSA Policies (as defined below)) are not considered official Scouting activities and engaging in prohibited activities can jeopardize and negate insurance coverage under the BSA General Liability Insurance. (v) The accident and sickness insurance coverage provided by BSA through Council (also known as accident and health insurance coverage) for registered youth and adult members (A) furnishes medical reimbursement in case of death, accident, or sickness within the policy amounts, (B) is excess of any and all other available sources of medical insurance or other health-care benefits, and (C) in the event there is no other primary insurance or health-care plan, may generally pay as primary coverage, subject to the coverage's limits and terms. 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-fags/.
- <u>5. COMPLIANCE.</u> In connection with Youth's participation in any Scouting Activities and Events, Youth shall abide by all applicable laws, rules, regulations and executive orders ("<u>Applicable Law</u>") 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, "<u>BSA Policies</u>").
- <u>6. GOVERNING LAW.</u> 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 West Virginia 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 West Virginia 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 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 West Virginia and other Applicable Law.
- **Z. 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.
- **8. 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.

 REV 06-25-2020

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 rights of Youth and Successors to sue as well as giving up Guardian's own right to sue. Guardian is VOLUNTARILY signing below intending for Guardian, Youth and Successors TO BE LEGALLY BOUND.

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.**

PLEASE READ THIS DOCUMENT CAREFULLY!

THIS IS A LEGAL DOCUMENT THAT (I) INCLUDES AN ASSUMPTION OF RISK, A WAIVER AND RELEASE OF LIABILITY, 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 (the "Agreement duress as of the day of	<u>t</u> ") is m	ade freely, kno , 20	owingly, volu	ntarily and wi	thout
	an	individual	whose	address	is
				for the bene	
Ohio River Valley Council, Boy Scouts of America, a West Virginia non-profit corporation wheeling, WV 26003 (the "ORVC" and together with its affiliates, associates and the other Released Persons (as defined below).			•		

In consideration of being allowed to participate in Scouting Activities and Events (as defined below), as well as for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Volunteer, intending to be legally bound, covenants and agrees as follows:

L. 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 (including Order of the Arrow lodges), 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, 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 can be dangerous, can entail substantial risk (including the risk of death or permanent injury) and can 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 now or hereafter related to, or arising from, Volunteer's 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. Volunteer consents to receive any medical treatment deemed advisable for any injury or harm to Volunteer during any Scouting Activities and Events.

- 3. WAIVER AND RELEASE. Volunteer does hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Council, BSA, 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 (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), which Volunteer may now or hereafter suffer or experience in connection with or as a result of (i) exposure to, or transmission of, COVID-19 at any Scouting Activities and Events and (ii) any first aid or medical or health treatment or service provided to or for Volunteer in connection with any Scouting Activities and Events.
- 4. INSURANCE. Volunteer understands and agrees to all of the following: (i) The comprehensive general liability insurance coverage provided by BSA (the "BSA General Liability Insurance"), subject to the terms, conditions and limits thereof, is intended to provide primary general liability coverage for registered adult members and chartered organizations with respect to claims arising out of an official Scouting activity (which generally is considered to be an activity consistent with the values, Charter and Bylaws, Rules and Regulations, operations manuals, and applicable literature of BSA). (ii) The insurance provided to an unregistered volunteer through the BSA General Liability Insurance is excess over any other insurance such unregistered volunteer might have to his or her benefit (usually a homeowners, personal liability, vehicle, or watercraft policy), (iii) The BSA General Liability Insurance does not provide indemnification or defense coverage to individuals who commit intentional and/or criminal acts. (iv) Prohibited activities (as described in the Guide to Safe Scouting and other applicable BSA Policies (as defined below)) are not considered official Scouting activities and engaging in prohibited activities can jeopardize and negate insurance coverage under the BSA General Liability Insurance. (v) The accident and sickness insurance coverage provided by BSA through Council (also known as accident and health insurance coverage) for registered youth and adult members (A) furnishes medical reimbursement in case of death, accident, or sickness within the policy amounts, (B) is excess of any and all other available sources of medical insurance or other health-care benefits, and (C) in the event there is no other primary insurance or healthcare plan, may generally pay as primary coverage, subject to the coverage's limits and terms. For more information regarding the BSA General Liability Insurance and prohibited activities, Volunteer is 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-fags/.
- <u>5. COMPLIANCE.</u> In connection with Volunteer's participation in any Scouting Activities and Events, Volunteer shall abide by all applicable laws, rules, regulations and executive orders ("<u>Applicable Law</u>") 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, "<u>BSA Policies</u>").
- **6. 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 West Virginia 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 West Virginia 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. Volunteer agrees that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of West Virginia and other Applicable Law.
- **7. 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.
- **8. 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.

VOLUNTEER:	WITNESS:
Printed name:	Printed name:

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

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.**

Volunteer understands that Volunteer is expected to be a leader by example. Volunteer's failure to abide by Applicable Law and applicable BSA Policies can result in immediate termination of Volunteer's relationship with Council and/or BSA. In connection with all Scouting Activities and Events, Volunteer will conduct himself/herself in an appropriate manner, in or out of uniform. **SPECIFIC EXAMPLES OF CONDUCT THAT IS NOT APPROPRIATE INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:** intoxicated behavior, violation of law, illegal use of drugs, use of marijuana or vaping on any Property or in connection with any Scouting Activities and Events, and forms of gross misconduct (as determined by BSA and/or Council). Volunteer shall not smoke or vape while in the presence of youth members and/or adult members of BSA or Council.

PLEASE READ THIS DOCUMENT CAREFULLY!

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

ADULT VOLUNTEER SERVICES AGREEMENT

THIS ADULT	VOLUN	TEER SE	RVICE	S AGREEN	MENT (the	"Agreeme	<u>n</u> t") is made	e as of	the	_ day of			
										, 20	by and betv	veen C	hio River
Valley Cour	ncil, BO	y scou	TS OF	AMERICA,	a West V	i <mark>rginia</mark> nor	-profit corpo	ration	having its prin	icipal office at	192 McCollocl	۱ Dr., ۱	Wheeling,
WV 26003	(the "	<u>ORVC",</u>	and	together	with its	affiliates,	associates	and	subsidiaries,	jointly and	severally, the		icil"), and individual
whose	addres	SS	is										
(" <u>Volunteer</u> "	').												

WITNESSETH:

WHEREAS, Volunteer desires to provide to Council, and Council desires to receive from Volunteer, on a volunteer and uncompensated voluntary basis, certain services (which services may include any or all of the services described on the attached Exhibit 1) (the "Services").

NOW, THEREFORE, in consideration of the premises, as well as for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound, the parties agree as follows:

- 1. VOLUNTEER STATUS. Volunteer will provide the Services to Council as a volunteer and on an uncompensated voluntary basis. Volunteer is not, and shall not become, an employee of, or an independent contractor to, or a consultant to, Council for any purpose. Volunteer's provision of the Services shall not create any employer/employee or partnership or joint venture relationship between Volunteer and Council. Volunteer does hereby acknowledge that because Volunteer is providing the Services as a volunteer and on a volunteer and voluntary basis, Volunteer is exempt from the Fair Labor Standards Act.
- **2. NO COMPENSATION.** Volunteer acknowledges and agrees that Volunteer will not receive, and will neither accept nor claim entitlement to, any compensation, remuneration or payment of any kind (including, without limitation, any salary, wages, employee benefits, medical insurance, health insurance, disability insurance or retirement benefits) ("Compensation"). Notwithstanding the foregoing, and solely to assist Volunteer in providing the Services on a voluntary and volunteer basis, Council, in its sole and absolute discretion, may provide Volunteer with room and board and training at a Property (as defined on Exhibit 2 hereto). Volunteer and Council agree that if any room and board and training is provided by Council to Volunteer pursuant to the preceding sentence, then (i) such room and board is provided by Council to Volunteer on an independent contractor basis, (ii) the value of such room and board and training is not more than \$600.00, and (iii) Volunteer shall be solely responsible for all federal, state, and local taxes, and may receive an IRS Form 1099-MISC from Council, with respect to such room and board and training and any other benefits provided by Council to Volunteer.
- 3. ASSUMPTION OF RISK. VOLUNTEER UNDERSTANDS AND CONFIRMS ALL OF THE FOLLOWING: (i) that the Services can be dangerous, can entail substantial risk (including the risk of death or permanent injury) and can be strenuous; (ii) that Volunteer is physically and mentally fit, is sufficiently prepared to provide the Services, and is not subject to any health issues or conditions that would preclude Volunteer from providing the Services; (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 providing the Services 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 now or hereafter related to, or arising from, any and all Services (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. WAIVER AND RELEASE. Volunteer does hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Scouting, Scouting BSA, the Boy Scouts of America, Inc. (collectively, "BSA"), Council, their 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 (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), which Volunteer may now or hereafter suffer or experience in connection with or as a result of (i) any Services and (ii) any first aid or medical or health treatment or service provided to or for Volunteer in connection with the provision of the Services.

5. INSURANCE. Volunteer shall take reasonable care to provide for the health and safety of Volunteer in connection with any Services. Volunteer understands and agrees to all of the following: (i) The comprehensive general liability insurance coverage provided by BSA (the "BSA General Liability Insurance"), subject to the terms, conditions and limits thereof, is intended to provide primary general liability coverage for registered adult members and chartered organizations with respect to claims arising out of an official Scouting activity (which generally is considered to be an activity consistent with the values, Charter and Bylaws, Rules and Regulations, operations manuals, and applicable literature of BSA), (ii) The insurance provided to an unregistered volunteer through the BSA General Liability Insurance is excess over any other insurance such unregistered volunteer might have to his or her benefit (usually a homeowners, personal liability, vehicle, or watercraft policy). (iii) The BSA General Liability Insurance does not provide indemnification or defense coverage to individuals who commit intentional and/or criminal acts. (iv) Prohibited activities (as described in the Guide to Safe Scouting and other applicable BSA Policies (as defined below)) are not considered official Scouting activities and engaging in prohibited activities can jeopardize and negate insurance coverage under the BSA General Liability Insurance. (v) The accident and sickness insurance coverage provided by BSA through Council (also known as accident and health insurance coverage) for registered youth and adult members (A) furnishes medical reimbursement in case of death, accident, or sickness within the policy amounts, (B) is excess of any and all other available sources of medical insurance or other health-care benefits, and (C) in the event there is no other primary insurance or health-care plan, may generally pay as primary coverage, subject to the coverage's limits and terms. For more information regarding the BSA General Liability Insurance and prohibited activities, Volunteer is 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-fags/.

<u>6. COMPLIANCE.</u> In connection with Volunteer's provision of any Services, Volunteer shall abide by all applicable laws, rules, regulations and executive orders ("<u>Applicable Law</u>") 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").

<u>7. TERMINATION.</u> Volunteer and Council agree that the relationship between Volunteer and Council is an "at will" relationship that can be terminated by Volunteer or Council at any time, with notice or without notice, for any reason or no reason, and/or with cause or without cause. The terms of this Agreement shall survive any such termination.

8. CONFIDENTIALITY. Volunteer shall keep all information confidential, in whatever form, produced, prepared, observed or received by Volunteer to the extent that such information is confidential under applicable law or the policies, rules, regulations, orders and requests of Council. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents and drawings, prepared or in the course of preparation by Volunteer while engaged in the performance of the Services shall be the exclusive property of Council and all such materials shall be remitted to Council by Volunteer upon

completion of the Services or the termination of the relationship between Volunteer and Council. Volunteer shall not use, willingly allow, or cause to have such materials used for any purpose other than in performance of the Services without the prior written consent of Council.

9. PHOTOGRAPHIC RELEASE. Volunteer does hereby grant and convey unto Council all right, title, and interest in any and all photographic images and video or audio recordings made during the Volunteer's provision of the Services (including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings). Volunteer grants Council permission to record, edit, transcribe, use, duplicate, modify, distribute, and/or publicly exhibit the Volunteer's presentation or appearance, and use of Volunteer's name, likeness, voice, and biographical information in any and all media now existing or hereafter developed, throughout the world, in perpetuity, without restrictions or limitation.

10. CONSENT TO MEDICAL TREATMENT AND TRANSPORTATION. Volunteer consents and agrees to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Persons or first aid personnel. In an emergency, Volunteer understands that the Released Persons may try to contact the individual identified to the Council in writing as the emergency contact for Volunteer (the "Emergency Contact"). If no Emergency Contact has been identified, or if any Released Person determines that the Emergency Contact cannot be reached promptly, then Volunteer hereby authorizes each of the Released Persons to act as an agent for Volunteer to consent to any examination, testing, x-rays, medical, dental or surgical treatment for Volunteer as advised by a physician, dentist or other health care provider. This includes, but is not limited to, any assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. Volunteer also authorizes each of the Released Persons to arrange for transportation of Volunteer as deemed necessary and appropriate in their discretion. Volunteer does hereby release, forever discharge and hold harmless the Released Persons from any liability, claim, demand, and action whatsoever brought by Volunteer or on behalf of Volunteer which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with the Services or Volunteer's provision of the Services.

11. AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION. (the "Authorization")

11.1 Volunteer authorizes Council to disclose Volunteer's health information to the Released Persons. Such health information includes any and all information relating to Volunteer's health which is in the possession of the Released Persons (including, but not limited to, medical and dental records, medical consultations, treatments, surgeries, psychiatric or psychological care, use of drugs or alcohol, drug prescriptions (including marijuana); and communicable diseases (including HIV/AIDS)). Volunteer understands (i) that the health information to be disclosed includes information protected under Federal and State law, including regarding mental health, substance abuse, developmental disabilities, infectious/communicable diseases, privileged communications and genetic information and (ii) that the disclosure to the Released Persons is for the following purposes: eligibility confirmation; claim submission facilitation; claim inquiry and dispute resolution; fraud detection; and audit and quality control services.

11.2 Volunteer understands and agrees: (i) that the signing of this Agreement and this Authorization is voluntary and is not required to receive benefits under any insurance policy of the Released Persons; (ii) that a photographic copy of this Authorization shall be as valid as the original; (iii) that this Authorization is valid for the longer of 12 months or the duration of any claim for benefits under any insurance policy of the Released Persons, but in no event longer than 24 months; (iv) that Volunteer may revoke this authorization at any time by providing written notification to MCC as its address first set forth above (a "Revocation"); and (v) that any such Revocation shall not have any effect on actions that any Released Person took in reliance on the Authorization prior to each receiving written notice of such Revocation.

12. 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 West Virginia 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 West Virginia 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. Volunteer agrees that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of West Virginia and other Applicable Law.

14. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of ORVC and Volunteer and delivered to the other. 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 executed signature pages, by electronic transmission will constitute effective delivery of this Agreement for all purposes.

15. 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 SERVICES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written above.

COUNCIL: Ohio River Valley Council, Boy Scouts of America	VOLUNTEER:
Ву	Signature
Name	Printed Name

EXHIBIT 1 - SERVICES

Any and/or all of the following: Accounting services, bookkeeping services, building maintenance services, computer and other data services, construction services, development and fundraising services, equipment maintenance and repair services, financial services, maintenance services, marketing services, office services, personal services, property services, shipping services, technical services, training services, transportation services, and other services requested by Council.

EXHIBIT 2 - POLICIES

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 in connection with any Services 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.**

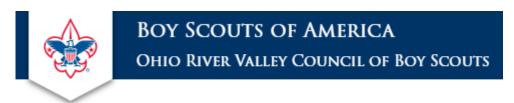
Volunteer understands that Volunteer is expected to be a leader by example. Volunteer's failure to abide by Applicable Law and all applicable BSA Policies can result in immediate termination of Volunteer's relationship with Council and/or BSA. In connection with all Services, Volunteer will conduct himself/herself in an appropriate manner, in or out of uniform. SPECIFIC EXAMPLES OF CONDUCT THAT IS NOT APPROPRIATE INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING: intoxicated behavior, violation of law, illegal use of drugs, use of marijuana or vaping on any Property or in connection with any Services, and forms of gross misconduct (as determined by BSA and/or Council, in its sole discretion). When providing Services at a Property that is a camp, Volunteer will check in and out at the camp office. Volunteer shall not smoke or vape while in the presence of youth members and/or adult members of BSA or Council.

RESTARTING SCOUTING

SUPPLEMENTAL MEDICAL PERMISSION FORM

[REQUIRED FOR VULNERABLE CLASSES AND THOSE OVER 60 YEARS]





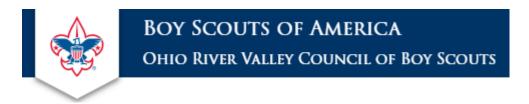


OHIO RIVER VALLEY COUNCIL, BOY SCOUTS OF AMERICA SUPPLEMENTAL MEDICAL PERMISSION FORM

This part must be complete	ed by a certified and li	censed physician (MD, D0), nurse practitioner, or physician assistant.
Full name:		
Date of birth:		
Unit (Pack, Troop, Crew, Post)	No.:	
Unit Position:		
	Activities and Events. A	wed the above-named person's health history and have examined such person and find no contraindications for among other things, I have discussed with the above-named person risks associated with COVID-19 as well as the re appropriate at this time.
The above-named person ha such person from participating		ns which are known to cause vulnerability to COVID-19 (check all that apply), but such conditions do not preclude ities and Events:
Age 60 or older:	□ Yes	□ No
Immunocompromised	: □ Yes	□ No
(including cancer treatr	sease, moderate to s ment, smoking, bon	severe asthma, heart conditions, conditions that can cause a person to be immunocompromised e marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and mmune weakening medications), obesity, diabetes, chronic kidney disease and liver disease):
Examiner's signature:		
Examiner's printed name:		
Physician	NP	PA
Address:		
City:		
State:		
ZIP code:		
Office phone:		
Date:		

RESTARTING SCOUTING BSA Medical Form A-B







Part A: Informed Consent, Release Agreement, and Authorization



Full name:		High-adventure base participants:	
Date of birth:		Expedition/crew No.:	
Date of Sirth.		or staff position:	
Informed Consent, Release Agreement, and Authorization I understand that participation in Scouting activities involves the risk of personal injury, including death, due to the physical, mental, and emotional challenges in the activities offered. Information about those activities may be obtained from the venue, activity coordinators, or your local council. I also understand that participation in these activities is entirely voluntary and requires participants to follow instructions and abide by all applicable rules and the standards of conduct. In case of an emergency involving me or my child, I understand that efforts will be made to contact the individual listed as the emergency contact person by the medical provider and/or adult leader. In the event that this person cannot be reached, permission is hereby given to the medical provider selected by the adult leader in charge to secure proper treatment, including	authorize videotap Scouting coordina with the reproduc photogra at the dis	ereby assign and grant to the local council and the Boy Scoped representatives, the right and permission to use and purpes/electronic representations and/or sound recordings may activities, and I hereby release the Boy Scouts of Americators, and all employees, volunteers, related parties, or othe activity from any and all liability from such use and publication, sale, copyright, exhibit, broadcast, electronic storage raphs/film/videotapes/electronic representations and/or so iscretion of the BSA, and I specifically waive any right to as the foregoing.	ublish the photographs/film/ ade of me or my child at all a, the local council, the activity ler organizations associated cation. I further authorize the e, and/or distribution of said und recordings without limitation
hospitalization, anesthesia, surgery, or injections of medication for me or my child. Medical providers are authorized to disclose protected health information to the adult in charge, camp medical staff, camp management, and/or any physician or health-care provider involved in providing medical care to the participant. Protected Health Information/Confidential Health Information (PHI/CHI) under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §§160.103, 164.501, etc. seq., as amended from time to time, includes examination findings, test results, and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the participant's parents or guardian, and/or determination of	Every pe of the pa Section	erson who furnishes any BB device to any minor, without the parent or legal guardian of the minor, is guilty of a misdement of 19915[a]) My signature below on this form indicates my permission for my child to use a BB device. (Note: Not all every supermission for my child to use a BB device.	eanor. (California Penal Code permission. ents will include BB devices.)
the participant's ability to continue in the program activities. (If applicable) I have carefully considered the risk involved and hereby give my informed consent for my child to participate in all activities offered in the program. I further authorize the sharing of the information on this form with any BSA volunteers or professionals who need to know of medical conditions that may require special consideration in conducting Scouting activities. With appreciation of the dangers and risks associated with programs and activities, on my own behalf and/or on behalf of my child, I hereby fully and completely release and waive	• Cried	NOTE: Due to the nature of programs and act America and local councils cannot continually mor participants or any limitations imposed upon the providers. However, so that leaders can be as falimitations, list any restrictions imposed on a child perform programs or activities below.	tivities, the Boy Scouts of nitor compliance of program em by parents or medical miliar as possible with any
any and all claims for personal injury, death, or loss that may arise against the Boy Scouts of America, the local council, the activity coordinators, and all employees, volunteers, related parties, or other organizations associated with any program or activity.	List part	rticipant restrictions, if any:	None
I understand that, if any information I/we have provided is found to be inaccurate, it may limit and/c Philmont Scout Ranch, Philmont Training Center, Northern Tier, Sea Base, or the Summit Bechtel Re and weight requirements and restrictions, and understand that the participant will not be all met. The participant has permission to engage in all high-adventure activities described, except as parent or guardian's signature is required.	eserve, I ha lowed to p	ave also read and understand the supplemental risk a participate in applicable high-adventure programs if t	dvisories, including height hose requirements are not
Participant's signature:		Date:	
Parent/guardian signature for youth:		Nato:	
(If participant is und	er the age of	of 18)	
Complete this section for youth participants only: Adults Authorized to Take Youth to and From Events: You must designate at least one adult. Please include a phone number. Name: Phone:	Name: .		
Adults NOT Authorized to Take Youth to and From Events:			
Name:	Name:		



Full name	:		High-advent	ture base participants:	
Date of bir	rth:		1	No.:	
			or starr position.		
Age:	Gender:	Height (inches):		Weight (lbs.):	
Address:					
City:	State:	Z	IP code:	Phone:	
Unit leader:			Unit leader's	mobile #:	
	Vo.:			Unit No.:	
	t Insurance Company:				
A	e attach a photocopy of both sides of the insurance card. If you		-		
	nergency, notify the person below:				
			Data Parada's		
					_
Address:		Home phone	9:	Other phone:	_
Alternate contac	ct name:		Alternate's phor	ne:	
Health H	istory				
	y have or have you ever been treated for any of the following?				
Yes No	Condition	1 - 1 111 Ad	and data	Explain	
	Diabetes	Last HbA1c percentage	e and date:	Insulin pump: Yes 🗆 No 🗆	
	Hypertension (high blood pressure) Adult or congenital heart disease/heart attack/chest pain (angina)/				
	heart murmur/coronary artery disease. Any heart surgery or procedure. Explain all "yes" answers.				
	Family history of heart disease or any sudden heart-related death of a family member before age 50.				
	Stroke/TIA				
	Asthma/reactive airway disease	Last attack date:			
	Lung/respiratory disease				
	COPD				
	Ear/eyes/nose/sinus problems				
	Muscular/skeletal condition/muscle or bone issues				
	Head injury/concussion/TBI				
	Altitude sickness				
	Psychiatric/psychological or emotional difficulties				
	Neurological/behavioral disorders				
	Blood disorders/sickle cell disease				
	Fainting spells and dizziness				
	Kidney disease				
	Seizures or epilepsy	Last seizure date:			
	Abdominal/stomach/digestive problems				
	Thyroid disease				
	Skin issues				
	Obstructive sleep apnea/sleep disorders	CPAP: Yes □ No □			
	List all surgeries and hospitalizations	Last surgery date:			



List any other medical conditions not covered above

Date o	te of birth:						or staff position:						
DO YOU	USE A	/Medicatio IN EPINEPHRINE DR? Exp. date (☐ YES					HMA RESCUE e (if yes)				
Are you a	allergic t	o or do you have ar	ny adverse reaction	n to any of the fo	ollowing?								
Yes	No	Allergies or F	leactions		Explain	Yes	No	Allergies	or Reactions	Explain			
		Medication						Plants					
		Food						Insect bites/s	stings				
List all	medic	ations currently	y used, includi	ng any over-	the-counter medi	ications.							
☐ Che	eck hei	re if no medicat	tions are routir	nely taken.	☐ If additi	onal space is	needed	l, please list	t on a separate sheet	and attach.			
		Medication		Dose	Frequency				Reason				
☐ YES Administr		the above medicat			n is authorized with th	ese exceptions:							
						/		D/D0 ND D4					
			Parent/guardian sig	jnature			IVII	D/DU, NP, or PA s	ignature (if your state requires s	signature)			
1	Bring	enough medicatio	ns in sufficient qu	uantities and in	the original container	s. Make sure th	at they are	NOT expired,	including inhalers and Ep	iPens. You SHOULD N	OT STOP taking		
V	any n	naintenance medic	ation unless instr	ructed to do so l	oy your doctor.								
Immu The follow			ommended. Tetan	us immunizatio	n is required and must	have been rece	ived within	the last 10					
,		<u> </u>	the disease colum		ate. If immunized, chec			received.	Please list any addi- medical history:	tional information	about your		
Yes	No	Had Disease	Tatanus	Immunizatio	on	L	Oate(s)						
			Tetanus										
			Pertussis										
			Diphtheria										
			Measles/mumps	s/rubella					DO NOT	uo por			
			Polio						DO NOT WRITE IN TI Review for camp or special				
			Chicken Pox						Reviewed by:				
			Hepatitis A						Date:				
			Hepatitis B						Further approval required:	Yes	No		
			Meningitis						Reason:				
			Influenza						Approved by:				
			Other (i.e., HIB)										
			Exemption to im	nmunizations (fo	rm required)				Date:				

High-adventure base participants:

Expedition/crew No.: