

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") 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, Ohio River Valley Council, Boy Scouts of America, a West Virginia non-profit corporation having its principal office at 192 McColloch Dr., Wheeling, WV 26003 (the "ORVC" 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), 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:

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 (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 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-faqs/>.

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

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.

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

VOLUNTEER:

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.**

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.