

**CHESTER COUNTY COUNCIL, BOY SCOUTS OF AMERICA
FACILITY AND PROPERTY USER
CONSENT, WAIVER & RELEASE**

Unit: _____

Scout: _____ Adult Participant: _____

I acknowledge, agree, and represent that I, on behalf of myself and my child, understand the nature of the activities to take place, (the "Activities") and that we/he/she is/are qualified, in good health, and in proper physical condition to participate in them. I authorize Chester County Council, Boy Scouts of America, its managers, agents, volunteers, employees, and the applicable Adult Leaders of Troop/Pack/Crew _____ (collectively, "Releasees") and any applicable medical care provider(s) to carry out emergency medical transport and care for my child, as may be necessary in their sole discretion. I understand that it is my/my child's responsibility to comply with all instructions and posted and published procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. I further understand that it is our responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities. WE UNDERSTAND THAT THE ACTIVITIES INVOLVE INHERENT RISKS AND DANGERS, including but not limited to falling or loss of balance; being injured by the actions or inactions of other participants and bystanders; falls due to slick or uneven surfaces; equipment failures; equipment misuse by myself or others; potential exposure to communicable disease (including but not limited to coronavirus/COVID-19, other viruses, bacteria, and all other infectious pathogens and disease vectors); physical injury or illness as a result of physical activity or being on the premises where the Activities take place; which risks may result in SERIOUS INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH (collectively, "Risks"). We understand that the Risks may be caused or contributed to by my own/my child's actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions and settings in which the Activities take place, or the alleged or actual negligence of the Releasees. We understand that the description and list of Risks in this Agreement is not complete, and that it is possible to encounter Risks not described herein, known and unknown, inherent and otherwise, in connection with the Activities. With a full understanding of the foregoing, WE VOLUNTARILY AGREE TO ASSUME ALL INHERENT AND OTHER RISKS OF INJURY, ILLNESS, EMOTIONAL DISTRESS, AND DEATH AND ALL

RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES incurred as a result of, or in connection with, the Activities, and I, on my behalf and behalf of my child do hereby RELEASE, DISCHARGE, HOLD HARMLESS, AND AGREE NEVER TO SUE RELEASEES FOR LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO THE ACTIVITIES, INCLUDING INJURY, ILLNESS, EMOTIONAL DISTRESS, OR DEATH CAUSED IN WHOLE OR IN PART BY THE ALLEGED OR ACTUAL NEGLIGENCE OF THE RELEASEES. I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will DEFEND, INDEMNIFY, AND HOLD HARMLESS each of the Releasees from any attorneys' fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim. I understand that this Agreement will apply every time I am on the premises or participate in the Activities. I understand that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my assignees, subrogors, heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable. I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I MAY HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.

Parent/Guardian: _____ Date: _____