

# **CONSENT and WAIVER**

## **for all Scouting America, Scouts BSA, Scout, Troop, Sea Scout, Venturing Crew Events, and Range and Target Activities**

**Please read this form carefully, as it is a legal document that can affect your rights.**

In exchange for and as a condition of participating in any and all Scouting America, Scouts BSA, Scout, Troop, Sea Scout, and Venturing Crew activities/events, and any range and target activities/events, (The Events/Activities):

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(Name(s) of Participant(s))

has my permission to attend and participate in Scouting America's Scouting, Sea Scout, and Venturing high adventure programs including, but not limited to, range and target activities, which includes but is not limited to: tomahawks, archery, rifle, shotgun, and muzzleloading rifle and shotgun activities. Range and target activities are run under the supervision of trained Instructors and Range Safety Officers (RSOs). Range and target activities may include, but are not limited to, merit badge qualification, NRA Marksmanship Qualification, hunting, firearm safety and general experiences. All Scouts, Venturers, Sea Scouts, and Participants, which includes parents and guardians, may participate in these activities if 1) Scouting America's rules authorize the participant, 2) they have legally signed this waiver and 3) they have had the event Safety Briefing prior to participation. Without a valid waiver or without attending the Safety Briefing, the Participant is NOT allowed to participate in any range and target activities.

The named Participant, which includes a parent or guardian, understand and acknowledge that participation in Scouting America's high adventure programs, including range and target activities, involves risks and dangers of property damage, serious bodily injury, and death, due to the physical, mental, and emotional challenges in the activities offered.

The named Participant further acknowledges that the Scouting, Sea Scout, and Venturing organizations emphasize and REQUIRE the SAFE HANDLING and USE of firearms and other range and target equipment at ALL VENUES or LOCATIONS where such equipment is present. Failure to adhere to this requirement may be grounds for removal from these activities and their parents notified to come pick them up.

**I understand that under C.R.S. § 13-21-111.8 ANY PERSON WHO ENGAGES IN SHOOTING SPORTS ACTIVITIES AT A QUALIFYING SPORT SHOOTING RANGE, AS DEFINED UNDER C.R.S. § 25-12-109(2)(d), ASSUMES THE RISKS OF INJURY, DEATH AND PROPERTY DAMAGE ASSOCIATED WITH SHOOTING SPORTS ACTIVITIES.**

In consideration of the named Participant, participation in the Events/Activities including range and target activities, in addition to the appreciation of the risks and dangers associated with the Events/Activities including range and target activities, the undersigned parent or guardian, individually on his or her own behalf and on behalf of the Participant, covenants not to sue, and further agrees to the fullest extent of the law to release, waive, hold harmless, discharge and indemnify, whether or not arising from the negligent acts or omission of, Scouting America, the local council(s), the activity coordinator(s), instructors, RSOs, and all directors, officers, agents, employees, volunteers, related parties, and other organizations associated with these activities, including, but not limited to, participating Scouts BSA Troops, its registered leaders and other

participating or volunteering adults and Scouts, in addition to participating Venturing Crews, its registered leaders and other participating or volunteering adults and Venturers, in addition to participating Sea Scout Ships, its registered leaders and other participating or volunteering adults and Sea Scouts, and the owners, partners, employees, volunteers, and other helpers of/from the range or facility that the event is held at, from all liability arising out of any and all personal injuries, illnesses, including death, physical and mental injuries, property damages, claims, losses and expenses (including reasonable attorney's fees and costs) sustained by the Scout, Venturer, Sea Scout, Participant, parent, or guardian relating to or in connection with the participation in these Events/Activities including range and target activities, and arising out of or in connection with the use of Scout's, Venturer's, Sea Scout's, or Participant's name, photograph, likeness, and statements, including, without limitation, any and all claims for invasion of privacy, publicity, defamation, and portrayal in a false light, copyright infringement and any claims and demands for compensation or royalties. This agreement is binding upon my successors, assignees, and legal representatives.

**In addition, inherent in any group activity, there is risk of exposure to and/or contracting communicable or other diseases (CDs), including by example, but not limited to, COVID-19, severe acute respiratory syndrome (SARS), a flu, a cold, STD's, hepatitis, food poisoning, etc. I understand that I and/or other participants may have a CD and not know this yet during the asymptomatic, but contagious period. By signing below on behalf of the Participant, including myself if a participant in these activities, I and the individual for whom I am authorizing to participate in these activities, understand that participation in these activities is entirely voluntary, for which I expressly assume all risks, inherent or otherwise, that may occur due to, arise out of or be in connection with his/her own or of others' participation in these activities, and requires me and us to follow instructions and abide by all applicable rules and standards of conduct. I also affirm that I will NOT participate in the event or activity, if I have any or have been exposed to any CDs or am showing or suspect having any symptoms of CDs. I further agree to notify the event leaders immediately, if I develop any symptoms during the event or activity. I agree to leave the event as soon as practical, if requested by the event leaders. During the event, I agree to follow any hygiene and social distancing protocols/requirements, such as wearing face masks and gloves, using hand and wipe sanitation, staying 6 feet apart from others, wash my hands and/or face following the event or activity, etc. and follow other protocols, as dictated for the specific event.**

In case of an accident, injury, or illness, I give my permission to the Scout, Ship, and Crew adult leaders in charge to secure medical aid, as deemed necessary. In case of securing this medical aid or in an emergency, I give authorization and accept financial responsibility for proper treatment by emergency responders and qualified medical professionals.

The participant grants to Scouting America, including participating Scouts BSA Troops, Sea Scout Ships, and Venturing Crews, permission to reproduce, publish, distribute, or otherwise use in any reasonable manner Scout's, Venturer's, Sea Scout's, or Participant's name, photograph, likeness, and statements in connection with official promotion of Scouting America, including the Scout Troop, Sea Scout Ship, and Venturing Crew programs, in all media, including, without limitation, the Internet, news articles, advertisements, or other electronic or print materials.

I understand and acknowledge that this agreement is a private contract and shall be governed by the laws of the State of Colorado, without reference to principles governing choice of law. I further expressly agree that if any portion of this agreement is held invalid, the sponsoring entities and I agree that the balance shall, notwithstanding, continue in full legal force. Finally, **I agree that if a lawsuit is filed against any of the aforementioned parties involved in these activities for any injury or damages in breach of this contract, the undersigned will pay attorneys' fees and costs incurred by the parties in defending such action for breach of the covenant of good faith and fair dealing.**

By signing on behalf of a minor, I represent that I am the legal parent or guardian of the participating minor, as authorized by Colorado law pursuant to C.R.S. § 13-22-107, and that the minor is fully bound by all terms and conditions of this agreement. I also give my written consent for the temporary transfer and use of firearms and ammunition for the purposes of The Events/Activities. By signing below, I acknowledge that I have carefully considered the risk involved (including communicable diseases) on my and my child’s behalf and hereby give my informed consent for my child to participate in all activities offered in this program.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND DISCHARGE AGREEMENT, I ACKNOWLEDGE AND UNDERSTAND THIS AGREEMENT, AND SIGNIFY MY ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Scout, Venturer, Sea Scout, or Other Participant (circle one)

If 17 yrs. old or younger, then Parent/Guardian must sign below.

Signed	Troop/Crew #	Date
Name (print)	Cell	Email

Parent/Guardian (with/for participating minor)

You understand that pursuant to Colorado Revised Statutes § 13-22-107, this release is effective in preventing claims or litigation for injuries your child may receive.

Signed	Troop/Crew #	Date
Name (print)	Cell	Email

In case of an emergency and without a parent or guardian attending these activities, please contact the following person(s) as soon as possible:

Name (print)	Cell	Other Phone
Name (print)	Cell	Other Phone

Signature page for CONSENT and WAIVER For Scouting America, Scouts BSA, Scout, Troop, Sea Scout, Venturing Crew Events, and Range and Target Activities.