

## Boy Scouts ASI ATV *RiderCourse*<sup>™</sup> Waiver & Indemnification Agreement

## IMPORTANT INFORMATION - YOU MUST READ AND SIGN THIS WAIVER & INDEMNIFICATION PRIOR TO CLASS

## ASI ATV RiderCourse<sup>®</sup> Waiver & Indemnification Agreement

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription or non-prescription drugs that could impair his/her performance in this course. Participants under 18 years of age must have this form signed by a parent or guardian.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER AND COVENANT NOT TO SUE AGREEMENT

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, the owner of the training ATV, and the owner of the land upon which training occurs, including all of the aforementioned parties' members, employees, officers, Instructors and/or agents (the "*RiderCourse* Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV *RiderCourse*, I agree as follows:

I fully understand and acknowledge that: (a) there are DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH that exist in my use of ATVs and ATV equipment and my participation in the ATV *RiderCourse* activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to, BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, OR DEATH; (c) these risks and dangers may be caused by the negligence of the *RiderCourse* Providers and/or the negligence of others, including other ATV *RiderCourse* participants, and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the vehicles and equipment, I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release the *RiderCourse* Providers for any injuries, losses and/or damages, including those caused solely or in part by the negligence of the *RiderCourse* Providers or any other person. If I have brought an ATV to use in the ATV *RiderCourse*, I also agree that this release applies to any damage that occurs to the ATV during the ATV *RiderCourse*.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue the *RiderCourse* Providers for any and all injury, damage, or death I may suffer arising from my participation in the ATV *RiderCourse*, including claims based on the *RiderCourse* Providers' negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED *RIDERCOURSE* PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE AND ARISING FROM MY PARTICIPATION IN THE ATV *RIDERCOURSE*. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, the owner of the training ATV, and the owner of the land upon which training occurs, including all of the aforementioned parties' members, employees officers, instructors and/or agents (the "*RiderCourse* Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV *RiderCourse*, I agree as follows:

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the *RiderCourse* Providers from any and all claims, suits, or causes of action for bodily injury, property damage, or other damages which may arise out of my use of ATVs and ATV equipment or my participation in the ATV *RiderCourse* activities, including claims arising from the *RiderCourse* Providers' or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RIDERCOURSE PROVIDERS ARISING FROM MY PARTICIPATION IN THE ATV RIDERCOURSE. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

THE SIGNATURES ON THE ATTACHED FORMS INDICATE THAT THE PERSONS LISTED HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE ALL-TERRAIN VEHICLE ATV RIDERCOURSE WAIVER & INDEMNIFICATION AGREEMENT.

9.10



## All-Terrain Vehicle (ATV) Program



**Participation and Hold-Harmless Agreement** 

Camp **RANSBURG SCOUT RESERVATION** from the **CROSSROADS OF AMERICA** Council will be conducting an ATV program at camp. Scouts will be instructed how to ride on and drive an ATV. Scouts will be taught ATV safety and will drive on a training course, then on approved trails only. Scouts will be trained on the unit individually and in control of the power and brakes.

Each scout **MUST BRING**: Over-the-ankle boots, long-sleeve shirt, and long pants.

- \*scouts will NOT be permitted to participate without these items
- Ransburg WILL PROVIDE: a helmet, goggles, and gloves for each scout

Scouts also are expected to abide by all safety rules and the instructions of the course instructor(s).

I, the undersigned, give my child, \_\_\_\_\_\_\_, permission to participate in this program. I understand that participation in the activity involves a certain degree of risk. I have carefully considered the risk involved and have given consent for my child to participate in the activity. I understand that participation in the activity is entirely voluntary and requires participants to abide by the rules and standards of conduct. I release the Boy Scouts of America, the ATV Safety Institute, the local council, the activity coordinators, and all employees, volunteers, related parties, or other organizations associated with the activity from any and all claims or liability arising out of this participation.

For safety, my child and I agree that he/she will do the following or he/she will be removed from the program. Because space is limited, any additional cost associated with participation in this program will not be refunded.

- 1. Complete the ATV safety class taught at Camp RANSBURG.
- 2. Wear all required safety gear at all times on or around the equipment.
- 3. Follow all safety rules provided in the training class.
- 4. Follow the instructions of the camp staff instructor(s).
- 5. Maintain control of the ATV at all times and remain within the speed determined to be safe by the camp instructor(s).
- 6. Be in full compliance with all local, state, and federal guidelines, including age restrictions and original equipment manufacturer standards.
- 7. Respond to the camp satisfaction survey from the Boy Scouts of America as it evaluates the ATV program.

		Phone	e Number:	Gender:
Address:	(last name, MI, first name)			
City:	State:	Zip:	Birthdate (mm/de	d/yyyy):
Participant's signature:		TRE	Date:	
Parent/guardian signature:	© and ™ Boy	Scouts of Ame	prica Date:	
Parent/guardian printed name:	:		Date:	
Parent home phone:		Parent Cell phone:		
Parent Email Address:				
	BOY SCC	duts of Am	IERICA®	
	FOR (	OFFICE USE ON	ILY	
Council:			Council Numbe	er: