

**PLEASE READ THIS DOCUMENT CAREFULLY!
THIS IS A LEGAL DOCUMENT THAT INCLUDES AN ASSUMPTION OF RISK AND A WAIVER AND
RELEASE OF LIABILITY AND THAT AFFECTS YOUR LEGAL RIGHTS!**

PROGRAM EVENT RELEASE AND WAIVER OF LIABILITY (ADULT GUEST)

THIS PROGRAM EVENT RELEASE AND WAIVER OF LIABILITY (ADULT GUEST) (the "Agreement") is made freely, knowingly, voluntarily and without duress as of the ____ day of _____, 20____ by _____ ("Guest") to, and for the benefit of, MICHIGAN CROSSROADS COUNCIL, INC., BOY SCOUTS OF AMERICA, a Michigan non-profit corporation having its principal office at 137 S. Marketplace Boulevard, Lansing, Michigan 48917 (the "MCC") and together with the Boys Scouts of America ("BSA") and the affiliates, associates, subsidiaries and units of the MCC and the BSA, 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 "Council").

In consideration of being allowed to participate in _____ (the "Scouting Activity"), as well as for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Guest, intending to be legally bound, covenants and agrees as follows:

1. **ASSUMPTION OF RISK. GUEST UNDERSTANDS AND AGREES TO ALL OF THE FOLLOWING:** (i) the Scouting Activity can be strenuous and entail substantial risk (including the risk of death or permanent injury); (ii) **Guest is physically and mentally fit, sufficiently prepared to participate in the Scouting Activity, and not subject to any health issues or conditions that would preclude Guest from participating in the Scouting Activity;** (iii) an inherent risk of COVID-19 and other diseases and viruses exists in any public place where people are present; and (iv) COVID-19 is an extremely contagious disease that can lead to severe illness and death and the Guest's participation in the Scouting Activity could result in Guest 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. **Guest knowingly, voluntarily, irrevocably, absolutely and unconditionally assumes all risks related to, or arising from, Guest's participation in the Scouting Activity (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.** Guest consents to receive any medical treatment deemed advisable for any injury or harm to Guest during the Scouting Activity.

2. **WAIVER AND RELEASE. Guest does hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Council from, and covenants not to sue Council 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 Guest may now or hereafter suffer or experience in connection with or as a result of (i) the Scouting Activity (including exposure to, or transmission of, COVID-19) and (ii) any first aid or medical or health treatment or service provided to or for Guest in connection with the Scouting Activity.**

3. **GOVERNING LAW.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Michigan without regard to such jurisdiction's principles of conflicts of law. **This Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of Michigan.**

GUEST:

WITNESS:

Signature: _____

Signature: _____

Printed name: _____

Printed name: _____