Laurel Highlands Council Updated 9/30/2020

## COVID-19

## ASSUMPTION OF EXPOSURE AND INHERENT RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNITY AGREEMENT, AND DECLARATION

I, the undersigned parent or legal **guardian of the** child named below, hereby consent to my and/or my child's participation in an Official Scout Activity ("**Scout Activity**") during the COVID-19 pandemic and agree to the following:

**COVID-19.** COVID-19 is a mild to severe upper respiratory disease caused by the virus SARS-CoV-2 ("COVID-19"). Experts have said that people with COVID-19 may show no signs or symptoms of illness, but can still spread the virus, and people may be contagious before their symptoms occur. Someone with COVID-19 may pass the required health screenings and be allowed into camp or the activity.

We also know the very nature of Scouting activities and camp makes social distancing and use of face masks difficult in many situations and impossible in others. Although we cannot ensure that all participants will follow all guidelines at all times, we will make every effort to encourage safe practices as appropriate.

**Potential Exposure.** I understand that COVID-19 is considered highly contagious and is primarily spread from person to person, including asymptomatic persons. COVID-19 is more likely to be spread when people are within approximately six feet of one another. I understand that while attending a Scout Activity I and/or my child may be within six feet of other people.

Inherent Risks. Exposure to COVID-19 includes certain risks, not all of which can be described herein, but may include coughing, shortness of breath, difficulty breathing, fever, chills, shaking, muscle pain, headache, sore throat, loss of taste or smell, pain or pressure in the chest, confusion, inability to wake, and death. The Boy Scouts of America, Laurel Highlands Council (LHC) has put in place preventative measures to reduce the spread of COVID-19; however, LHC cannot guarantee that you or your child(ren) will not become exposed to or infected with COVID-19. Further, attending Scouting activities or LHC properties could increase your risk and your child(ren)'s risk of contracting COVID-19.

Assumption of COVID-19 Exposure and Inherent Risks. I have read the previous statements regarding COVID-19 exposure and risks ("COVID-19 Exposure") inherent in attending a Scouting Activity. I understand and appreciate the COVID-19 Exposure inherent in attending a Scouting Activity and that health-related reactions may manifest as a result of attending a Scouting Activity. I agree that my attendance and or my child's attendance at a Scouting Activity is voluntary and hereby knowingly assume the risk of any and all COVID-19 Exposure.

Every staff member, volunteer, and Scouting family has to evaluate their unique circumstances and make an informed decision before attending Scouting activities or camp. We hope this information will be helpful as you make that choice.

Waiver, Release, and Indemnification. In consideration of being allowed to participate in a Scouting Activity and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, and on behalf of my child and myself, and our respective estates, heirs, and assigns, I knowingly, and with informed consent, do hereby waive, release, agree to defend and indemnify, and shall hold harmless the Boy Scouts of America, the Laurel Highlands Council Boy Scouts of America, my Unit, and Chartering Organization, and all of their respective executives, employees, officers, volunteers, agents, owners, affiliates, officers, directors, partners, managers, members, and agents (collectively, "Released Parties") from and against all demands, claims, losses, injury, damages, liability, attorneys' fees, costs, and/or expenses of litigation, in law or in equity, whether known or unknown, that have arisen or may arise from any COVID-19 Exposure and my participation in the Scout Activity that involve any damage, loss, or injury to me and or my child. I promise not to sue any of the Released Parties for any such demands, claims, or liability. This waiver, release, indemnification agreement, and promise not to sue shall apply to any and all claims of negligence, but does not apply to any claims of criminal conduct, gross negligence, or willful conduct.

**Declaration.** I declare that neither I nor any individual residing in the same home as me are ill today nor are currently experiencing, nor have experienced within the last two weeks, any symptoms of

COVID-19. I declare that prior to arrival at this Scouting event/camp, I/my child(ren) have reviewed the attached Pre-Event Medical Screening Checklist and have determined that I/my child(ren) are able to participate in the Scouting Activity/camp. I also agree that I/my child(ren) will comply with all Scouting Activity/camp COVID-19 safety policies including, but not limited to, arrival screening, facial coverings, and social distancing. Failure to comply may result in my/my child(ren)s dismissal from the Scouting Activity/camp without refund.

This document is revocable, prospectively only, by a writing signed by me that bears the date the revocation is delivered to the above-mentioned Council.

Print Child's Name (if applicable)	
Printed Name of Adult Leader, volunteer, or Parent/Legal Guardian of child:	
Signature of Adult Leader, volunteer, or Participant Parent/Legal Guardian of child	_
Cell Phone	
Home Phone	

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## CHALLENGE COURSE and CLIMBING/RAPPELLING HEALTH HISTORY AND CONSENT FORM ADULT OR CHILD

You are about to take part in a challenge ("ropes") course experience and or climbing/rappelling ("activity") offered through the Council BSA ("local council") on (date).

While participating in the activity you will undertake a wide variety of physical and mental challenges that are comparable to activities with which you may be more familiar. Much of the time, you will be engaged in activity of "moderate exertion,"

which is comparable to normal walking, golfing on foot, raking leaves, calisthenics, or slow dancing. For short periods of time, you will be engaged in activity of "vigorous exertion," which is comparable to fast walking, slow jogging, heavy gardening, or shoveling snow.

If any of the above activities are difficult for you, discuss your participation in the activity with your physician. If these are activities in which you regularly engage without difficulty, you should be fit for participation in the program.

Following are specific medical conditions about which participants should always seek the advice of a physician before participating in the activity:

- Pregnancy (climbing harness can injure uterus)
- Kidney or liver transplant (climbing harness can injure transplanted organ)
- Healing fracture or joint injury (should be cleared by treating physician)
- Recent surgery (should be cleared by treating physician)
- Down syndrome (should have x-ray check for neck instability, as per recommendation of the Special Olympics)

If you or your physician has any questions about the physical requirements of the activity, feel free to contact the local council.

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Name:							
First		Middle			Last		
Telephone:							
Home			Work				
Personal physician				•	Telephone	::	
	Name						
In case of emergency, ple	ease contact:			•	Telephone	::	
		Name			•		
Special dietary considera	tions:						
List known allergies:							
List required medications	<b>;</b> :						
If you are allergic to insec	ct stings, do you ha	ve an insect s	sting kit	(e.g., EpiPe	n)?		
Do you wear contact lens	ses? O <u>'Yes</u> '	O <sub>l</sub> Nol	Are y	ou pregnan	ıt?	Yes	No
Have you had or do you r	now have (circle if y	ves):	Heart	attack	Diabe	tes	Asthma
Angina Epilepsy	Chest pains	Drug read	ctions	High blo	od pressu	re	Heart murmur
If you answered "yes" to	any of the above, e			ate:			•
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Do you have any other m	edical conditions t	hat we should	d be awa	are of?			
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I understand that participation in the activity involves a certain degree of risk that could result in injury or death. In consideration of the benefits to be derived, after carefully considering the risk involved, and in view of the fact that the Boy Scouts of America is an organization in which membership is voluntary, I have carefully considered the risk involved and have given consent for myself (or my son or daughter) to participate in the activity, and waive all claims I or we may have against the Boy Scouts of America, the local council, the activity coordinators, and all employees, volunteers, related parties, or other organizations associated with the activity.

I am not under the influence of any chemical substance, including alcohol. Understanding that any physical activity involves a risk of injury, I understand that my participation in the activity is entirely voluntary. I release the Boy Scouts

of America, 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. This release does not, however, apply to any harm caused by negligence or willful misconduct of the local council or its employees.

In case of emergency involving my child, I understand every effort will be made to contact me. In the event I cannot

be reached, I hereby give my permission to the physician selected by the adult leader in charge to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for my child.

Participant's signature*	Date	
*If the participant is under age 18, his or her parent or guardian must also sign below:		
Parent's or guardian's signature	Date	