



Boy Scout

ASI ATV Safety Course - - GENERAL RELEASE WAIVER & INDEMNIFICATION AGREEMENT

IMPORTANT INFORMATION - YOU MUST READ THIS WAIVER & INDEMNIFICATION AND SIGN THE INCLUDED REPORT PRIOR TO CLASS

In consideration for the ATV Safety Institute ("ASI"), the Specialty Vehicle Institute of America ("SVIA"), the training sponsor, the owner of the training ATV and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this ATV Safety Course (the "Course"), the undersigned Participant agrees to all of the following:

Participation in the Course requires physical stamina, motor coordination, and mental alertness. I hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, or prescription or non-prescription drugs that could impair my performance in the Course. Participants under 18 years of age must have this form signed by a parent or guardian IN PERSON at the training location, or this form must be NOTARIZED.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

READ CAREFULLY: THIS IS A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK AND COVENANT NOT TO SUE

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course and use of ATVs and ATV equipment ("ATV Activities"); (b) my participation in the Course and ATV Activities 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, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and ATV Activities, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties or any other person. If I have brought an ATV or helmet to use in the Course, this Agreement applies to any damage that occurs to or from my ATV or helmet during the Course.

I fully understand and agree that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course, or from ATV riding or its equipment, including claims based on the Released Parties' negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING THE ATTACHED SIGNATURE PAGE I AGREE TO THE ABOVE TERMS, AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my use of ATVs and ATV equipment or my participation in the Course, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

I HAVE READ THIS AGREEMENT AND, BY SIGNING THE ATTACHED SIGNATURE PAGE, I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE COURSE.

ATV Adventure Release Form

Custaloga Town Scout Reservation, a summer camp owned and operated by the French Creek Council, Boy Scouts of America will be operating an ATV Adventure 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 on the unit individually and in control of the power and brakes.

Scouts will be required to wear a helmet, goggles, gloves, over-the-ankle boots, long-sleeve shirts, and long pants. Scouts are expected to abide by all safety rules and the instructions of the camp 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 Custaloga Town Scout Reservation.
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.

Participant's signature: _____ Date: _____

Parent/guardian signature: _____ Date: _____

Parent/guardian printed name: _____

Home phone: _____ Cell phone: _____

Email address (for survey purposes only): _____

