

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

The individual named below (referred to as "I" or "me") desires to participate in adventure and recreational activities described below (the "Activities") provided by the Blue Ridge Mountains Council Boy Scouts of America, a Virginia Corporation chartered by the U.S. Congress ("BRMC/BSA"), at the BRMC/BSA's facility located in Pulaski, Virginia, known as the Blue Ridge Scout Reservation ("BRSR"). In consideration of being permitted by the BSA to participate in the Activities at BRSR and in recognition of the BSA's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

Safety is a paramount concern of the BRMC/BSA. However, the Activities are hazardous and have inherent risks which are impossible to eliminate. Such risks include:

Activity	Risks
Climbing and Rappelling; Challenge Courses	Serious injury or death can result from falling, entanglement in ropes or equipment, or loss of control. Participants engaged in instructional activities with other participants may also be at risk if other participant(s) fail to follow instructions or lose control. Activities require special harness and fall protection equipment which must be properly fitted.
Whitewater Activities	Water activities can result in injuries or drowning due to loss of control, fatigue, hidden and natural hazards, or being struck by out-of-control equipment. Personal flotation devices must be worn and secured at all times. Whitewater rafting is provided by contract vendors who are licensed by the Commonwealth of Virginia. Those vendors will provide transportation, training, equipment, and supervision. A separate warning and release form provided by the vendors must be signed by participants, and a parent or guardian for those under 18, and produced at the time of trip departure.
Firearms, Archery and Hunting	These activities include shotgun, rifle, pistol, crossbows, bow and arrow, chalk balls and other projectiles. Serious injury or death can result from mishandling firearms or archery equipment. Hearing protection is required when using firearms to avoid damage to hearing. Firearms must always be handled as if loaded and must always be pointed down range. Only range personnel may clear firearms from misfires. Loaded bows must always be pointed down range. When in a Tree Stand, a harness must be used.
Water Sports	These activities include standup paddle boarding, boating (e.g., Dragon boats), kayaking, scuba diving, and other aquatic activities. Water activities can result in injuries or drowning due to loss of control, fatigue, hidden or natural hazards, or being struck by out-of-control equipment. Flotation devices must be properly fitted and worn as required.
Hiking	Hiking is strenuous and requires participants to consume additional water to avoid dehydration. There are natural hazards along the trails which can be harmful if not avoided, including holes and uneven ground, ditches, poisonous plants and snakes, ticks, and flying insects. Injury can result from a loss of footing or falling of trails or other elevated or inclined areas.
All-terrain Vehicle (ATV) and Utility-terrain vehicle (UTV) Activities	These activities are conducted on closed courses and participants must complete safety training. Protective equipment must always be worn. Participating in ATV and UTV activities, including driving your personal vehicle, can result in serious injuries, death, and/or property damage caused by, among other things, variations in terrain, slope or angle of terrain; surface or subsurface conditions, including rocks, trees or other forms of forest growth or debris; collisions with signs, markers, width restrictors, culverts, bridges, pipes, equipment, vehicles or any other objects or fixtures used in trail management or natural resource management; and collisions with electrical transmission poles, towers, lines, guy wires or any component thereof. When improperly operated, ATVs can roll-over, experience unexpected mechanical failure, and hit other objects.

I acknowledge that, pursuant to Virginia Law, I have sole individual responsibility for knowing the range of my own ability to participate in a particular Activity and acting within the limits of my ability. Some Activities may have height and/or weight limitations which prohibit those who do not meet the limitations from participating. Some of the Activities are not suitable for small children. The Activities may not be suitable for those with heart, orthopedic or other medical conditions, which could increase the risk of death or injury. Some of the Activities require advanced skill levels and should be used only if the participant has the knowledge and experience to use them. BRMC/BSA staff members are available to answer questions about each Activity, but it is my sole responsibility to determine whether I am capable of safely participating in the Activity.

In addition, I acknowledge that I have a duty to heed all posted warnings, act in accordance with the instructions of any employee of the BRMC/BSA, perform each Activity only in the area or facility designated by the BRMC/BSA, and refrain from acting in a manner which may cause or contribute to the injury of anyone (e.g., not following instructions, ignoring my physical limitations, participating in an Activity while impaired or fatigued, engaging in horseplay). All equipment must be used properly, all personal protective equipment must be fitted and always worn during an Activity, and loose-fitting clothing and personal articles which could become entangled in equipment should be removed prior to the Activity.

COMPLETE THE FOLLOWING IF YOU INTEND TO PARTICIPATE IN A JEEP OFF-ROAD OR OVERLAND UTV ACTIVITY USING YOUR PERSONAL VEHICLE

Make/Model/Year of Personal Vehicle: _____ License Plate: _____ State: _____

Name of Registered Owner: _____ Insurance Policy No.: _____ Insurer: _____

I represent and warrant that: (a) my personal vehicle is in good condition and fit for participation in the UTV Activity; (b) my personal vehicle has been maintained in accordance with the manufacturer's recommendations; (c) I have had the drivetrain, suspension, and brakes checked within the previous three months by a duly-licensed professional mechanic; (d) I have a valid active driver's license; (e) my insurance policy meets applicable laws relating to automobile insurance minimum coverage requirements for bodily injury, death, and property damage; and (f) I will provide BRMC/BSA with proof of valid insurance and registration upon request.

I will obey all rules and instructions announced by the BRMC/BSA concerning the operation of my vehicle, wear all safety equipment required by BRMC/BSA and by law, maintain reasonable control of speed and course at all times, heed all posted warnings, and operate only on trails designated by the BRMC/BSA.

Continued Next Page →

I am aware and understand that the Activities are potentially dangerous and involve the risk of serious injury, disability, death, and/or property damage. I acknowledge that any injuries I sustain might result from or be compounded by the actions, omissions, or negligence of the BRMC/BSA, including negligent emergency response or rescue operations of the BRMC/BSA. Notwithstanding the risk, I acknowledge that I am voluntarily participating in the Activities with knowledge of the danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising from my participation in the Activities, whether caused by the ordinary negligence of the BRMC/BSA or otherwise.

Furthermore, I am aware of the highly contagious nature of the 2019 novel coronavirus disease("COVID-19") and the risk that I may be exposed to or contract COVID-19 or other infectious diseases by being on the BRSR property and engaging in the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, and/or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including BRMC/BSA employees. I understand that while the BRMC/BSA has implemented preventative measures designed to reduce the spread of COVID-19, the BRMC/BSA cannot guarantee that I will not become infected with COVID-19 or other infectious diseases while at the BRSR and that being at the BRSR may increase my risk of contracting COVID-19. Notwithstanding the risks associated with COVID-19, I acknowledge that I am voluntarily entering the BRSR to engage in the Activities with knowledge of the danger involved. I hereby agree to accept and assume all risks of personal injury, illness, disability, death, and/or property damage related to COVID-19 arising from my being at the BRSR or engaging in the Activities, whether caused by the ordinary negligence of the BRMC/BSA or otherwise.

I hereby expressly waive and release any and all claims, now known or hereafter known, against the BRMC/BSA and its affiliates, and its and their respective officers, directors, employees, agents, successors, and assigns (collectively, "Releasees"), arising out of or attributable to my participation in an Activity or being on BRMC/BSA's property and exposed to or contracting COVID-19, whether arising out of the ordinary negligence of the BRMC/BSA or any Releasees or otherwise. I covenant not to make or bring any such claim against the BRMC/BSA or any other Releasee, and forever release and discharge the BRMC/BSA and all other Releasees from liability under such claims. This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, spouse, assigns, heirs, next of kin, and administrators without limitation. This Release and Wavier does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Virginia Law does not permit to be released by agreement.

I will indemnify the Releasees against all damages, losses, costs, or expenses (including legal fees) incurred by them or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused resulting from, arising out of, or otherwise in connection with my participation in an Activity. I will reimburse the Releasees if anyone makes a claim against them in connection with my participation in an Activity, including without limitation any accident I may be involved in or any injury, loss, damage to me, other parties or property, however caused.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the BRMC/BSA from any claim based on such treatment or other medical services.

I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in an Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the BRMC/BSA from any claim based on such treatment or other medical services.

I hereby grant the BRMC/BSA, without limitation, the right to use my name and likeness in connection with the Activities for any publicity without further compensation or permission.

This Release constitutes the sole and entire agreement of the BRMC/BSA and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the BRMC/BSA and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Pulaski, Virginia, and I hereby consent to the exclusive jurisdiction of such courts.

By signing below, I acknowledge that I have read and understood all the terms of this Release of Liability and that I am voluntarily giving up substantial legal rights, including the right to sue the BRMC/BSA.

Signed: _____ Address: _____

Printed Name: _____ Date: ____/____/____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed: _____ Address: _____

Printed Name: _____ Date: ____/____/____