

THIS IS A LEGAL DOCUMENT THAT (I) INCLUDES AN ASSUMPTION OF RISK, A WAIVER AND RELEASE OF LIABILITY, AND A COVENANT NOT TO SUE, AND (II) AFFECTS YOUR LEGAL RIGHTS!

ADULT VOLUNTEER SERVICES AGREEMENT

THIS ADULT VOLUNTEER SERVICES AGREEMENT (the "Agreement") is made as of the _____ day of _____, 20____ by and between Ohio River Valley Council, BOY SCOUTS OF AMERICA, a West Virginia non-profit corporation having its principal office at 192 McColloch Dr., Wheeling, WV 26003 (the "ORVC," and together with its affiliates, associates and subsidiaries, jointly and severally, the "Council"), and _____ an individual whose address is _____ ("Volunteer").

WITNESSETH:

WHEREAS, Volunteer desires to provide to Council, and Council desires to receive from Volunteer, on a volunteer and uncompensated voluntary basis, certain services (which services may include any or all of the services described on the attached Exhibit 1) (the "Services").

NOW, THEREFORE, in consideration of the premises, as well as for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound, the parties agree as follows:

1. VOLUNTEER STATUS. Volunteer will provide the Services to Council as a volunteer and on an uncompensated voluntary basis. Volunteer is not, and shall not become, an employee of, or an independent contractor to, or a consultant to, Council for any purpose. Volunteer's provision of the Services shall not create any employer/employee or partnership or joint venture relationship between Volunteer and Council. Volunteer does hereby acknowledge that because Volunteer is providing the Services as a volunteer and on a volunteer and voluntary basis, Volunteer is exempt from the Fair Labor Standards Act.

2. NO COMPENSATION. Volunteer acknowledges and agrees that Volunteer will not receive, and will neither accept nor claim entitlement to, any compensation, remuneration or payment of any kind (including, without limitation, any salary, wages, employee benefits, medical insurance, health insurance, disability insurance or retirement benefits) ("Compensation"). Notwithstanding the foregoing, and solely to assist Volunteer in providing the Services on a voluntary and volunteer basis, Council, in its sole and absolute discretion, may provide Volunteer with room and board and training at a Property (as defined on Exhibit 2 hereto). Volunteer and Council agree that if any room and board and training is provided by Council to Volunteer pursuant to the preceding sentence, then (i) such room and board is provided by Council to Volunteer on an independent contractor basis, (ii) the value of such room and board and training is not more than \$600.00, and (iii) Volunteer shall be solely responsible for all federal, state, and local taxes, and may receive an IRS Form 1099-MISC from Council, with respect to such room and board and training and any other benefits provided by Council to Volunteer.

3. ASSUMPTION OF RISK. VOLUNTEER UNDERSTANDS AND CONFIRMS ALL OF THE FOLLOWING: (i) that the Services can be dangerous, can entail substantial risk (including the risk of death or permanent injury) and can be strenuous; (ii) that Volunteer is physically and mentally fit, is sufficiently prepared to provide the Services, and is not subject to any health issues or conditions that would preclude Volunteer from providing the Services; (iii) that an inherent risk of COVID-19 and other diseases and viruses exists in any public place where people are present; (iv) that COVID-19 is an extremely contagious disease that can lead to severe illness and death and the Volunteer's providing the Services could result in Volunteer 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; and (v) that, according to the Centers for Disease Control and Prevention, older persons, persons who are immunocompromised, and persons with underlying medical conditions (such as chronic lung disease, moderate to severe asthma, heart conditions, conditions that can cause a person to be immunocompromised (including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly

controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications), obesity, diabetes, chronic kidney disease and liver disease) are especially vulnerable. By participating in any Scouting Activities and Events, **Volunteer knowingly, voluntarily, irrevocably, absolutely and unconditionally assumes all risks now or hereafter related to, or arising from, any and all Services (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.**

4. WAIVER AND RELEASE. Volunteer does hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Scouting, Scouting BSA, the Boy Scouts of America, Inc. (collectively, "**BSA**"), Council, their units, 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 "**Released Persons**") from, **and covenants not to sue** any Released Persons 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 Volunteer may now or hereafter suffer or experience in connection with or as a result of (i) any Services and (ii) any first aid or medical or health treatment or service provided to or for Volunteer in connection with the provision of the Services.

5. INSURANCE. Volunteer shall take reasonable care to provide for the health and safety of Volunteer in connection with any Services. Volunteer understands and agrees to all of the following: (i) The comprehensive general liability insurance coverage provided by BSA (the "**BSA General Liability Insurance**"), subject to the terms, conditions and limits thereof, is intended to provide primary general liability coverage for registered adult members and chartered organizations with respect to claims arising out of an official Scouting activity (which generally is considered to be an activity consistent with the values, Charter and Bylaws, Rules and Regulations, operations manuals, and applicable literature of BSA). (ii) The insurance provided to an unregistered volunteer through the BSA General Liability Insurance is excess over any other insurance such unregistered volunteer might have to his or her benefit (usually a homeowners, personal liability, vehicle, or watercraft policy). (iii) The BSA General Liability Insurance does not provide indemnification or defense coverage to individuals who commit intentional and/or criminal acts. (iv) Prohibited activities (as described in the Guide to Safe Scouting and other applicable BSA Policies (as defined below)) are not considered official Scouting activities and engaging in prohibited activities can jeopardize and negate insurance coverage under the BSA General Liability Insurance. (v) The accident and sickness insurance coverage provided by BSA through Council (also known as accident and health insurance coverage) for registered youth and adult members (A) furnishes medical reimbursement in case of death, accident, or sickness within the policy amounts, (B) is excess of any and all other available sources of medical insurance or other health-care benefits, and (C) in the event there is no other primary insurance or health-care plan, may generally pay as primary coverage, subject to the coverage's limits and terms. For more information regarding the BSA General Liability Insurance and prohibited activities, Volunteer is encouraged to review <https://www.scouting.org/health-and-safety/gss/qss10/> and <https://www.scouting.org/health-and-safety/safety-moments/unauthorized-restricted-activities/> and <https://www.scouting.org/health-and-safety/prohibited-activities-faqs/>.

6. COMPLIANCE. In connection with Volunteer's provision of any Services, Volunteer shall abide by all applicable laws, rules, regulations and executive orders ("**Applicable Law**") and the Charter, Bylaw, Rules and Regulations of BSA, and all applicable policies, rules, regulations, orders, operations manuals and other applicable literature, and requests of BSA and Council (including, without limitation, the Guide to Safe Scouting, all applicable BSA codes of conduct, the Scout Oath, the Scout Law, the Explorer Code, camp policies and youth protection policies) (collectively, "**BSA Policies**").

7. TERMINATION. Volunteer and Council agree that the relationship between Volunteer and Council is an "at will" relationship that can be terminated by Volunteer or Council at any time, with notice or without notice, for any reason or no reason, and/or with cause or without cause. The terms of this Agreement shall survive any such termination.

8. CONFIDENTIALITY. Volunteer shall keep all information confidential, in whatever form, produced, prepared, observed or received by Volunteer to the extent that such information is confidential under applicable law or the policies, rules, regulations, orders and requests of Council. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code, or any other documents and drawings, prepared or in the course of preparation by Volunteer while engaged in the performance of the Services shall be the exclusive property of Council and all such materials shall be remitted to Council by Volunteer upon

completion of the Services or the termination of the relationship between Volunteer and Council. Volunteer shall not use, willingly allow, or cause to have such materials used for any purpose other than in performance of the Services without the prior written consent of Council.

9. PHOTOGRAPHIC RELEASE. Volunteer does hereby grant and convey unto Council all right, title, and interest in any and all photographic images and video or audio recordings made during the Volunteer's provision of the Services (including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings). Volunteer grants Council permission to record, edit, transcribe, use, duplicate, modify, distribute, and/or publicly exhibit the Volunteer's presentation or appearance, and use of Volunteer's name, likeness, voice, and biographical information in any and all media now existing or hereafter developed, throughout the world, in perpetuity, without restrictions or limitation.

10. CONSENT TO MEDICAL TREATMENT AND TRANSPORTATION. Volunteer consents and agrees to the use of first aid treatment and the use of generic and over the counter medications and treatments as directed by manufacturer labels, whether administered by the Released Persons or first aid personnel. In an emergency, Volunteer understands that the Released Persons may try to contact the individual identified to the Council in writing as the emergency contact for Volunteer (the "Emergency Contact"). If no Emergency Contact has been identified, or if any Released Person determines that the Emergency Contact cannot be reached promptly, then Volunteer hereby authorizes each of the Released Persons to act as an agent for Volunteer to consent to any examination, testing, x-rays, medical, dental or surgical treatment for Volunteer as advised by a physician, dentist or other health care provider. This includes, but is not limited to, any assessment, evaluation, medical care and treatment, anesthesia, hospitalization, or other health care treatment or procedure as advised by a physician, dentist or other health care provider. Volunteer also authorizes each of the Released Persons to arrange for transportation of Volunteer as deemed necessary and appropriate in their discretion. Volunteer does hereby release, forever discharge and hold harmless the Released Persons from any liability, claim, demand, and action whatsoever brought by Volunteer or on behalf of Volunteer which arises or may hereafter arise on account of any transportation, first aid, assessment, care, treatment, response or service rendered in connection with the Services or Volunteer's provision of the Services.

11. AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION. (the "Authorization")

11.1 Volunteer authorizes Council to disclose Volunteer's health information to the Released Persons. Such health information includes any and all information relating to Volunteer's health which is in the possession of the Released Persons (including, but not limited to, medical and dental records, medical consultations, treatments, surgeries, psychiatric or psychological care, use of drugs or alcohol, drug prescriptions (including marijuana); and communicable diseases (including HIV/AIDS)). Volunteer understands (i) that the health information to be disclosed includes information protected under Federal and State law, including regarding mental health, substance abuse, developmental disabilities, infectious/communicable diseases, privileged communications and genetic information and (ii) that the disclosure to the Released Persons is for the following purposes: eligibility confirmation; claim submission facilitation; claim inquiry and dispute resolution; fraud detection; and audit and quality control services.

11.2 Volunteer understands and agrees: (i) that the signing of this Agreement and this Authorization is voluntary and is not required to receive benefits under any insurance policy of the Released Persons; (ii) that a photographic copy of this Authorization shall be as valid as the original; (iii) that this Authorization is valid for the longer of 12 months or the duration of any claim for benefits under any insurance policy of the Released Persons, but in no event longer than 24 months; (iv) that Volunteer may revoke this authorization at any time by providing written notification to MCC as its address first set forth above (a "Revocation"); and (v) that any such Revocation shall not have any effect on actions that any Released Person took in reliance on the Authorization prior to each receiving written notice of such Revocation.

12. GOVERNING LAW. This Agreement shall be deemed to have been made and shall be governed by and construed and interpreted in accordance with the laws of the State of West Virginia without regard to such jurisdiction's principles of conflicts of law. Volunteer, Council and the Released Persons submit to personal jurisdiction in the State of West Virginia for the enforcement of the provisions of this Agreement and waive any and all rights to object to such jurisdiction for purposes of enforcing this Agreement. Each and all of the Released Persons are hereby designated and identified as named third-party beneficiaries of this Agreement with the right to enforce this Agreement. Volunteer agrees that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of West Virginia and other Applicable Law.

14. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of ORVC and Volunteer and delivered to the other. A manual signature on this Agreement, an image of which shall have been transmitted electronically, will constitute an original signature for all purposes. The delivery of copies of this Agreement, including executed signature pages, by electronic transmission will constitute effective delivery of this Agreement for all purposes.

15. WAIVER OF JURY TRIAL. VOLUNTEER, KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first written above.

COUNCIL:
Ohio River Valley Council, Boy Scouts of America

VOLUNTEER:

By

Signature

Name

Printed Name

Title

EXHIBIT 1 - SERVICES

Any and/or all of the following: Accounting services, bookkeeping services, building maintenance services, computer and other data services, construction services, development and fundraising services, equipment maintenance and repair services, financial services, maintenance services, marketing services, office services, personal services, property services, shipping services, technical services, training services, transportation services, and other services requested by Council.

EXHIBIT 2 - POLICIES

The possession or use of, or being under the influence of, alcohol or illegal drugs (as classified under federal, state or local laws, **including marijuana**), and the possession of drug paraphernalia, will not be tolerated in connection with any Services or on any property owned, leased, controlled or used by Council or BSA (each such property being a "Property"). Violation of this policy can result in immediate removal from the Property and/or Scouting (with no refund or reimbursement or other compensation or remuneration) and/or legal prosecution. While the proper use of prescribed medication by a patient under the care of a physician is permitted, such prescription medications must be dispensed in accordance with the applicable BSA Policies. Each Property is a "Drug & Alcohol Free Zone." Possession or use of alcohol and/or marijuana on any Property is prohibited. **FOR PURPOSES OF THE BSA POLICIES: (I) MARIJUANA IS AN ILLEGAL DRUG AND IS NOT A PRESCRIBED MEDICATION AND (II) USE OF MARIJUANA IS AN ILLEGAL USE OF DRUGS.**

Volunteer understands that Volunteer is expected to be a leader by example. Volunteer's failure to abide by Applicable Law and all applicable BSA Policies can result in immediate termination of Volunteer's relationship with Council and/or BSA. In connection with all Services, Volunteer will conduct himself/herself in an appropriate manner, in or out of uniform. **SPECIFIC EXAMPLES OF CONDUCT THAT IS NOT APPROPRIATE INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:** intoxicated behavior, violation of law, illegal use of drugs, use of marijuana or vaping on any Property or in connection with any Services, and forms of gross misconduct (as determined by BSA and/or Council, in its sole discretion). When providing Services at a Property that is a camp, Volunteer will check in and out at the camp office. Volunteer shall not smoke or vape while in the presence of youth members and/or adult members of BSA or Council.