



Scouting America ASI *ATV RiderCourse*SM Waiver & Indemnification Agreement

IMPORTANT INFORMATION – YOU MUST READ AND SIGN THIS WAIVER & INDEMNIFICATION PRIOR TO CLASS

ASI *ATV RiderCourse*SM Waiver & Indemnification Agreement

Participation in this course requires physical stamina, motor coordination, and mental alertness. The undersigned hereby attests that he/she has no known physical or mental limitations and has not used any form of alcohol, prescription, or non-prescription drugs that could impair his/her performance in this course. Participants under 18 years of age must have this form signed by a parent or guardian.

I. READ CAREFULLY: THIS SECTION IS A LEGAL RELEASE, ASSUMPTION OF RISK, WAIVER, AND COVENANT NOT TO SUE AGREEMENT

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, the owner of the training ATV, and the owner of the land upon which training occurs, including all of the aforementioned parties' members, employees, officers, Instructors and/or agents (the *RiderCourse* Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the *ATV RiderCourse*, I agree as follows:

I fully understand and acknowledge that: (a) there are DANGERS AND RISKS OR INJURY, DAMAGE, OR DEATH that exist in my use of ATVs and ATV equipment and my participation in the *ATV RiderCourse* activities; (b) my participation in such activities and/or use of such equipment 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, OR DEATH; (c) these risks and dangers may be caused by the negligence of the *RiderCourse* participants, and may arise from foreseeable or unforeseeable causes; and (d) by participating in these activities and/or using the vehicles and equipment, I, on behalf of myself, my personal representatives and my heirs, hereby assume all risks and all responsibility, and agree to release the *RiderCourse* Providers or any other person. If I have brought an ATV to use in the *ATV RiderCourse*, I also agree that this release applies to any damage that occurs to the ATV during the *ATV RiderCourse*.

I agree and understand that, on behalf of myself, my personal representatives and my heirs, I am relinquishing any and all rights I now have or may have in the future to sue the *RiderCourse* Providers for any and all injury, damage, or death I may suffer arising from my participation in the *ATV RiderCourse*, including claims based on the *RiderCourse* Providers' negligence.

I HAVE READ THIS RELEASE AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED *RIDERCOURSE* PROVIDERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE AND ARISING FROM PARTICIPATING IN THE *ATV RIDERCOURSE*. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

II. READ CAREFULLY: THIS SECTION IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of the ATV Safety Institute, the Specialty Vehicle Institute of America, the owner of the training ATV, and the owner of the land upon which training occurs, including all of the aforementioned parties' members, employees, officers, Instructors and/or agents (the "*RiderCourse* Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the *ATV RiderCourse*, I agree as follows:

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the *RiderCourse* Providers from any and all claims, suits, or causes of action for bodily injury, property damage, or



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other damages which may arise out of my use of ATVs and ATV equipment or my participation in the ATV *RiderCourse* activities, including claims arising from the *RiderCourse* Providers' or any other party's negligence.

I HAVE READ THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND BY SIGNING BELOW I AGREE IT IS MY INTENTION TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED *RIDERCOURSE* PROVIDERS ARISING FROM MY PARTICIPATION IN THE ATV *RIDERCOURSE*. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

THE SIGNATURES ON THE ATTACHED FORMS INDICATE THAT THE PERSONS LISTED HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE ALL-TERRAIN VEHICLE ATV *RIDERCOURSE* WAIVER & INDEMNIFICATION AGREEMENT.

I have read and agree with the ATV *RiderCourse* Waiver & Indemnification Agreement. I certify the information entered below is true.

Last Name: _____ First: _____ MI: _____ Date of Birth: ____ / ____ / ____
(Please print) (Required)

Address: _____ City: _____ State: _____ ZIP: _____

Phone: () _____ Email: _____

Have you had any previous ATV experience? YES or NO

Student Signature (parent or guardian if under 18): _____



PARENT OR LEGAL GUARDIAN RELEASE AND INDEMNITY / INDIVIDUAL HOLD-HARMLESS AGREEMENT FOR ALL-TERRAIN VEHICLE OPERATION AND RELATED ACTIVITIES BY MINORS AT, ON, NEAR, OR ABOUT A BAY-LAKES COUNCIL PROPERTY ***READ BEFORE SIGNING***

Printed FULL NAME of MINOR Participant: _____

Printed FULL NAME of Minor's Parent or Legal Guardian: _____

I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF THE WHITEWATER ACTIVITY and understand that the use of facilities or equipment at Gardner Dam Adventure Base, Bear Paw Scout Camp, Camp Rokilio, Jax Camp, or Camp Brown (the "BLC Property"), a camp, or camp property, or other real property owned or operated by Bay-Lakes Council, Inc. Boy Scouts of America or one of its subsidiary entities (collectively, the "BLC"), and the OPERATION OF AN ALL-TERRIAN VEHICLE ("ATV"); whether on the BLC Property or off of the premises, is strenuous and involves significant risk (including, without limitation, the risks of serious injury, permanent injury, and death). This agreement is made under the laws of the State of Wisconsin. I willingly agree to comply with terms and conditions for participation of my minor child or ward. I have discussed the risks with my minor child or ward and hereby confirm I have the authority to sign on behalf of the minor who has not yet attained the age of majority in the State of Wisconsin.

RELEASE AND INDEMNIFICATION

AS THE MINOR'S PARENT AND/OR LEGAL GUARDIAN, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNIFIED PERSONS or others, and assume full responsibility for my minor child's and/or ward's participation. After careful analysis of the risks involved, and in consideration of the benefits to be derived by my minor child and/or ward, from the operation of ATVs and related activities at, on, near, or about the BLC Property, as well as for other good and valuable consideration (the receipt and sufficiency of all of which are hereby acknowledged), I, as parent/legal guardian, sign this agreement on my own behalf and on behalf of the minor child or ward and on behalf of their heirs, assigns, personal representatives, and next of kin hereby:

- 1. Waiver of Liability. EXPRESSLY WAIVE all claims, causes of action, costs, damages, expenses, losses, liabilities and suits (including, without limitation, any claim, cause of action, demand or assertion of liability under any municipal, state or federal law (including any action under the Americans with Disabilities Act)) against (i) Boy Scouts of America, Inc., (ii) BLC, and (iii) all affiliates, agents, associates, chartered organizations, directors, employees, officers, leaders, members, representatives, sponsors, advertisers, servants and volunteers of each of the foregoing (all of the persons and entities described in clauses (i)-(iii) being, jointly and severally, the "Indemnified Persons"), on account of any personal injury, property loss, damage, accident, death, injury or illness suffered by my child or ward that arises from, or as a result of, or incidental to, or in connection with, their use of, or presence on, the BLC Property or any services, structures or equipment located in, on, near, or about the BLC Property (a "Loss").
2. Indemnification: AGREE TO indemnify and hold harmless the Indemnified Persons, and each of them, and will assume liability for and reimburse the Indemnified Persons, and each of them, for (i) any such Loss, (ii) any claim, cause of action, demand or assertion of liability under any municipal, state, or federal law (including any action under the Americans with Disabilities Act) (a "Claim"); and (iii) any loss, liability, claim, damage and expense (including, discovery costs, investigation costs and reasonable attorneys' fees and expenses) suffered or incurred by the Indemnified Persons arising from, or as a result of, or incidental to, or in connection with, any such Loss or Claim.

Starting Date of Activity Ending Date of Activity Date of Birth of Minor Emergency Phone Number

Signature Date of Signature



ADULT RELEASE AND INDEMNITY / INDIVIDUAL HOLD-HARMLESS AGREEMENT FOR ALL-TERRAIN VEHICLE OPERATION AT, ON, NEAR, OR ABOUT A BAY-LAKES COUNCIL PROPERTY
*****READ BEFORE SIGNING*****

Printed FULL NAME of ADULT Participant: _____

I understand that the use of facilities or equipment at Gardner Dam Adventure Base, Bear Paw Scout Camp, Camp Rokilio, Jax Camp, or Camp Brown (the "BLC Property"), a camp, or camp property, or other real property owned or operated by Bay-Lakes Council, Inc. Boy Scouts of America or one of its subsidiary entities (collectively, the "BLC"), and the OPERATION OF AN ALL-TERRIAN VEHICLE ("ATV") whether on the BLC Property or off of the premises, is strenuous and involves significant risk (including, without limitation, the risks of serious injury, permanent injury, and death). This agreement is made under the laws of the State of Wisconsin. I willingly agree to comply with terms and conditions for participation.

RELEASE AND INDEMNIFICATION

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE INDEMNIFIED PERSONS AND RELEASEES**, or others, and assume full responsibility for my participation. After careful analysis of the risks involved, and in consideration of the benefits to be derived by the undersigned from the operation of ATVs and related activities at, on, near, or about the BLC Property, as well as for other good and valuable consideration (the receipt and sufficiency of all of which are hereby acknowledged), I, the undersigned, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin hereby:

1. Waiver of Liability. EXPRESSLY WAIVE all claims, causes of action, costs, damages, expenses, losses, liabilities and suits (including, without limitation, any claim, cause of action, demand or assertion of liability under any municipal, state or federal law (including any action under the Americans with Disabilities Act)) against (i) Boy Scouts of America, Inc., (ii) BLC, and (iii) all affiliates, agents, associates, chartered organizations, directors, employees, officers, leaders, members, representatives, sponsors, advertisers, servants and volunteers of each of the foregoing (all of the persons and entities described in clauses (i)-(iii) being, jointly and severally, the "Indemnified Persons"), on account of any personal injury, property loss, damage, accident, death, injury or illness suffered by the undersigned that arises from, or as a result of, or incidental to, or in connection with, their use of, or presence on, the BLC Property or any services, structures or equipment located in, on, near, or about the BLC Property (a "Loss").

2. Indemnification: AGREE TO indemnify and hold harmless the Indemnified Persons, and each of them, and will assume liability for and reimburse the Indemnified Persons, and each of them, for (i) any such Loss, (ii) any claim, cause of action, demand or assertion of liability under any municipal, state, or federal law (including any action under the Americans with Disabilities Act) (a "Claim"); and (iii) any loss, liability, claim, damage and expense (including, discovery costs, investigation costs and reasonable attorneys' fees and expenses) suffered or incurred by the Indemnified Persons arising from, or as a result of, or incidental to, or in connection with, any such Loss or Claim.

Starting Date of Activity

Ending Date of Activity

Date of Birth

Email Address

Signature

Date of Signature

IF PARTICIPANT IS A MINOR, UNDER THE AGE OF MAJORITY IN THE STATE OF WISCONSIN (18), THIS FORM MAY NOT BE USED. FOR MINORS PLEASE USE THE "SCOUTING AMERICA BAY-LAKES COUNCIL PARENT OR LEGAL GUARDIAN RELEASE AND INDEMNITY / INDIVIDUAL HOLD-HARMLESS AGREEMENT FOR ATV OPERATION AND RELATED ACTIVITIES BY MINORS" FORM.