

Gulf Coast Council, BSA, Inc. ATV Activities Waiver & Indemnification Agreement (Post 2021)

Participation in ATV activities 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 these activities. 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 Gulf Coast Council, BSA, the activity supervisor/instructor, the owner of the training ATV, and owner of the land upon which the training occurs, including all of the aforementioned parties' members, employees, officers, Instructors and/or agents (the "Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV activities, **I agree as follows:**

I fully understand and acknowledge that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my use of ATVs and ATV equipment; (b) my participation in such activities and/or use of such equipment may result in injury or illnesses 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 Providers and/or negligence of others, including other ATV activities 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 Providers for any injuries, losses, and/or damages**, including those caused solely or in part by the negligence of the Providers or any other person. If I have brought an ATV to use in the ATV activities, I also agree that this release applies to any damage that occurs to the ATV during the ATV activities.

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 Providers for any and all injury, damage, or death I may suffer arising from my participation in the ATV activities, including claims based on the 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 MY PARTICIPATION IN THE ATV ACTIVITIES. 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 Gulf Coast Council, BSA, the activity supervisor/instructor, the owner of the training ATV, and the owner of land upon which training occurs, including all of the aforementioned parties' members, employees, officers, instructors and/or agents (the "Providers"), furnishing services, vehicles, equipment, and/or curriculum to enable me to participate in the ATV activities, **I agree as follow:**

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Providers from any and all claims, suits, or causes of action for bodily injury, property damage, or other damages which may arise out of my use of ATVs and ATV equipment or my participation in the ATV activities, including claims arising from the 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 PROVIDERS ARISING FROM MY PARTICIPATION IN THE ATV ACTIVITIES. I have had the opportunity to ask any questions about the above and I understand its terms and meaning.

THE SIGNATURE BELOW INDICATES THAT THE PERSON LISTED HAS READ, UNDERSTANDS AND AGREES TO THE ABOVE ALL-TERRAIN VEHICLE ATV WAIVER AND INDEMNIFICATION AGREEMENT.

I have read and agree with this ATV Activities WAIVER & INDEMNIFICATION AGREEMENT. I certify this information entered below is true.

Parent/Guardian Signature:

X _____

Scout's Info:

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

Address: _____ City: _____ State: _____ Zip: _____

Phone: () _____ - _____ Email: _____ Sex: M ___ F ___