Part A: Informed Consent, Release Agreement, and Authorization

Full name:

Date of birth:

Informed Consent, Release Agreement, and Authorization

I understand that participation in Scouting activities involves the risk of personal injury, including death, due to the physical, mental, and emotional challenges in the activities offered. Information about those activities may be obtained from the venue, activity coordinators, or your local council. I also understand that participation in these activities is entirely voluntary and requires participants to follow instructions and abide by all applicable rules and the standards of conduct.

In case of an emergency involving me or my child, I understand that efforts will be made to contact the individual listed as the emergency contact person by the medical provider and/or adult leader. In the event that this person cannot be reached, permission is hereby given to the medical provider selected by the adult leader in charge to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for me or my child. Medical providers are authorized to disclose protected health information to the adult in charge, camp medical staff, camp management, and/or any physician or health-care provider involved in providing medical care to the participant. Protected Health Information/Confidential Health Information (PHI/CHI) under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. §§160.103, 164.501, etc. seq., as amended from time to time, includes examination findings, test results, and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the participant's parents or guardian, and/or determination of the participant's ability to continue in the program activities.

(If applicable) I have carefully considered the risk involved and hereby give my informed consent for my child to participate in all activities offered in the program. I further authorize the sharing of the information on this form with any BSA volunteers or professionals who need to know of medical conditions that may require special consideration in conducting Scouting activities.

With appreciation of the dangers and risks associated with programs and activities, on my own behalf and/or on behalf of my child, I hereby fully and completely release and waive any and all claims for personal injury, death, or loss that may arise against the Boy Scouts of America, the local council, the activity coordinators, and all employees, volunteers, related parties, or other organizations associated with any program or activity.

High-adventure base participants:

Expedition/crew No.: ____

or staff position:____

I also hereby assign and grant to the local council and the Boy Scouts of America, as well as their authorized representatives, the right and permission to use and publish the photographs/film/ videotapes/electronic representations and/or sound recordings made of me or my child at all Scouting activities, and I hereby release the Boy Scouts of America, the local council, the activity coordinators, and all employees, volunteers, related parties, or other organizations associated with the activity from any and all liability from such use and publication. I further authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, and/or distribution of said photographs/film/videotapes/electronic representations and/or sound recordings without limitation at the discretion of the BSA, and I specifically waive any right to any compensation I may have for any of the foregoing.

Every person who furnishes any BB device to any minor, without the express or implied permission of the parent or legal guardian of the minor, is guilty of a misdemeanor. (California Penal Code Section 19915[a]) My signature below on this form indicates my permission.

I give permission for my child to use a BB device. (Note: Not all events will include BB devices.)

 \Box Checking this box indicates you DO NOT want your child to use a BB device.



NOTE: Due to the nature of programs and activities, the Boy Scouts of America and local councils cannot continually monitor compliance of program participants or any limitations imposed upon them by parents or medical providers. However, so that leaders can be as familiar as possible with any limitations, list any restrictions imposed on a child participant in connection with programs or activities below.

List participant restrictions, if any:

□ None

I understand that, if any information I/we have provided is found to be inaccurate, it may limit and/or eliminate the opportunity for participation in any event or activity. If I am participating at Philmont Scout Ranch, Philmont Training Center, Northern Tier, Sea Base, or the Summit Bechtel Reserve, I have also read and understand the supplemental risk advisories, including height and weight requirements and restrictions, and understand that the participant will not be allowed to participate in applicable high-adventure programs if those requirements are not met. The participant has permission to engage in all high-adventure activities described, except as specifically noted by me or the health-care provider. If the participant is under the age of 18, a parent or guardian's signature is required.

Participant's signature:

Parent/guardian signature for youth:

(If participant is under the age of 18)

.....

Date: ____

Date:

Phone:

Complete this section for youth participants only:

Adults Authorized to Take Youth to and From Events:

You must designate at least one adult. Please include a phone number.

Phone: _



Part B1: General Information/Health History

Full name: Date of birth:		High-adventure base participants: Expedition/crew No.: or staff position:			
Age:	Gender:	Height (inches):		Weight (lbs.):	
Address:					
City:	State:	ZI	? code:	Phone:	
Unit leader:			Unit leader's mob	ile #:	
Council Name/No.:				Unit No.:	
Health/Accident Insurance Company:			Policy No.:		
Please attach a photocopy of both sides of the insurance card. If you do not have medical insurance, enter "none" above.					
In case of emergency, notify the person below:					

Name:	F	Relationship:	
Address:	Home phone: _		Other phone:
Alternate contact name:		Alternate's phone:	

Health History

Do you currently have or have you ever been treated for any of the following?

Yes	No	Condition	Explain				
		Diabetes	Last HbA1c percentage and date:	Insulin pump: Yes \Box $\:$ No $\:$			
		Hypertension (high blood pressure)					
		Adult or congenital heart disease/heart attack/chest pain (angina)/ heart murmur/coronary artery disease. Any heart surgery or procedure. Explain all "yes" answers.					
		Family history of heart disease or any sudden heart-related death of a family member before age 50.					
		Stroke/TIA					
		Asthma/reactive airway disease	Last attack date:				
		Lung/respiratory disease					
		COPD					
		Ear/eyes/nose/sinus problems					
		Muscular/skeletal condition/muscle or bone issues					
		Head injury/concussion/TBI					
		Altitude sickness					
		Psychiatric/psychological or emotional difficulties					
		Neurological/behavioral disorders					
		Blood disorders/sickle cell disease					
		Fainting spells and dizziness					
		Kidney disease					
		Seizures or epilepsy	Last seizure date:				
		Abdominal/stomach/digestive problems					
		Thyroid disease					
		Skin issues					
		Obstructive sleep apnea/sleep disorders	CPAP: Yes 🗆 No 🗆				
		List all surgeries and hospitalizations	Last surgery date:				
		List any other medical conditions not covered above					



B1

Part B2: General Information/Health History

Full name:	High-adventure ba	
Date of birth:	Expedition/crew No.: or staff position:	

gh-adventure t	pase participants:
pedition/crew No.: _	
staff position:	

Allergies/Medications

DO YOU USE AN EPINEPHRINE	□ YES	🗆 NO
AUTOINJECTOR? Exp. date (if yes)		

DO YOU USE AN ASTHMA RESC	UE	□ YES	🗆 NO
INHALER? Exp. date (if yes) _			

Are you allergic to or do you have any adverse reaction to any of the following?

Yes	No	Allergies or Reactions	Explain	Yes	No	Allergies or Reactions	Explain
		Medication				Plants	
		Food				Insect bites/stings	

List all medications currently used, including any over-the-counter medications.

□ Check here if no medications are routinely taken.

□ If additional space is needed, please list on a separate sheet and attach.

Medication	Dose	Frequency	Reason				
YES NO Non-prescription medication administration is authorized with these exceptions: dministration of the above medications is approved for youth by:							

istration of the above medications is approved for youth by

Parent/guardian signature

MD/DO, NP, or PA signature (if your state requires signature)

Please list any additional information about your

Bring enough medications in sufficient quantities and in the original containers. Make sure that they are NOT expired, including inhalers and EpiPens. You SHOULD NOT STOP taking any maintenance medication unless instructed to do so by your doctor.

Immunization

The following immunizations are recommended. Tetanus immunization is required and must have been received within the last 10 years. If you had the disease, check the disease column and list the date. If immunized, check yes and provide the year received.

	-				medical history:
Yes	No	Had Disease	Immunization Tetanus	Date(s)	
			Pertussis		
			Diphtheria		
			Measles/mumps/rubella		
			Polio		DO NOT WRITE IN THIS BOX. Review for camp or special activity.
			Chicken Pox		Reviewed by:
			Hepatitis A		Date:
			Hepatitis B		Further approval required: Yes No
			Meningitis		Reason:
			Influenza		Approved by:
			Other (i.e., HIB)		Approved by
			Exemption to immunizations (form required)		Date:



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 MEMBER RELEASE AND WAIVER OF LIABILITY

THIS ADULT	MEMBER RELEASE A	AND WAIVER OF	LIABILITY (the	"Agreement")	s made t	freely,	knowingl	y, voluntarily	and wit	hout dure	ess
as of the _	day of					, 20	b	/			
							, a	n individual	whose	address	is

("Volunteer"),

to, and for the benefit of, THE CALIFORNIA INLAND EMPIRE COUNCIL, BOY SCOUTS OF AMERICA, a California non-profit corporation having its principal office at 1230 Indiana Court Redlands. CA 92374 (the "<u>CIEC</u>" and together with its affiliates, associates and subsidiaries, jointly and severally, the "Council"), and the other Released Persons (as defined below).

In consideration of being allowed to participate in Scouting Activities and Events (as defined below), as well as for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Volunteer, intending to be legally bound, covenants and agrees as follows:

I. VOLUNTEER STATUS. Volunteer, as a volunteer and on an uncompensated voluntary basis, will participate in activities and events for, on behalf of, involving, relating to, or in connection with, Scouting, Scouting BSA, the Boys Scouts of America, Inc. (collectively, "<u>BSA</u>"), Council (including Order of the Arrow lodges), and Packs, Troops, Crews, Ships and/or Posts ("<u>Units</u>") (including, without limitation, activities, advancement, adventures (both short-term and long-term), camping, camporees, ceremonies, construction and maintenance activities and events, council meetings and events, development and fundraising, district meetings and events, events, "high adventure" events and trips, hikes, lodge meetings and activities, "mix fixes", outings, rendezvouses, product sales, "roundtables", service projects, training, transporting persons and/or equipment, trips, Unit meetings, using equipment and facilities provided by any of the Released Persons, and "wood badge") (jointly and severally, "Scouting Activities and Events"). Volunteer hereby releases to BSA and Council, and authorizes BSA and Council to produce, reproduce, broadcast, and otherwise use, audio recordings, photos, videos, and other depictions, likenesses, or images of Volunteer, in any media form in connection with Volunteer's attendance at or participation in any Scouting Activities and Events, without compensation, for an unlimited duration.

2. ASSUMPTION OF RISK. VOLUNTEER UNDERSTANDS AND CONFIRMS ALL OF THE FOLLOWING: (i) that Scouting Activities and Events 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 participate in Scouting Activities and Events, and is not subject to any health issues or conditions that would preclude Volunteer from participating in any Scouting Activities and Events; (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 participation in Scouting Activities and Events 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 related to COVID-19 illness and exposure to COVID-19. Volunteer consents to receive any medical treatment deemed advisable for any injury or harm to Volunteer during any Scouting Activities and Events.

3. WAIVER AND RELEASE. Volunteer does hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Council, BSA, 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 "<u>Released Persons</u>") 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 exposure to, or transmission of, COVID-19 at any Scouting Activities and Events.

4. INSURANCE. 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 healthcare 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/ gss10/ and https://www.scouting.org/health-and-safety/safety-moments/unauthorized-restricted-activities/ and https://www.scouting. org/health-and-safety/prohibited-activities-fags/.

5. COMPLIANCE. In connection with Volunteer's participation in any Scouting Activities and Events, Volunteer shall abide by all applicable laws, rules, regulations and executive orders ("<u>Applicable Law</u>") 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, "<u>BSA Policies</u>").

6. 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 California 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 California 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 California and other Applicable Law.**

7. <u>SEVERABILITY</u>. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. FACSIMILE. 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 an executed signature page, by electronic transmission will constitute effective delivery of this Agreement for all purposes.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

EXHIBIT 1 - POLICIES

VOLUNTEER:	WITNESS:			
Printed name:	Printed name:			

BSA and Council are committed to providing safe, healthy and productive Scouting Activities and Events. Accordingly, 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 during any Scouting Activities or Events 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 applicable BSA Policies can result in immediate termination of Volunteer's relationship with Council and/or BSA. In connection with all Scouting Activities and Events, 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 Scouting Activities and Events, and forms of gross misconduct (as determined by BSA and/or Council). Volunteer shall not smoke or vape while in the presence of youth members and/ or adult members of BSA or Council.

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!

YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY

 THIS YOUTH MEMBER RELEASE AND WAIVER OF LIABILITY (the "Agreement") is made freely, knowingly, voluntarily and without duress as of the ______, 20_____, 20_____, an individual whose address is

(such

individual, together with all of the parents and guardians of Youth, jointly and severally, being "<u>Guardia</u>n"), on behalf of Guardian and ("Youth"), to, and for the benefit of, CALIFORNIA INLAND EMPIRE COUNCIL, BOY SCOUTS OF AMERICA, a California non-profit corporation

("<u>Youth</u>"), to, and for the benefit of, CALIFORNIA INLAND EMPIRE COUNCIL, BOY SCOUIS OF AMERICA, a California non-profit corporation having its principal office at 1230 Indiana Court Redlands, CA 92374 (the "<u>CIEC"</u> and together with its affiliates, associates and subsidiaries, jointly and severally, the "<u>Council</u>"), and the other Released Persons (as defined below).

In consideration of Youth being allowed to participate in Scouting Activities and Events (as defined below), as well as for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Guardian (on behalf of Guardian and Youth, jointly and severally), intending to be legally bound, covenants and agrees as follows:

1. PERMISSION. Guardian hereby grants permission for Youth to participate in activities and events for, on behalf of, involving, relating to, or in connection with, Scouting, Scouting BSA, the Boys Scouts of America, Inc. (collectively, "<u>BSA</u>"), Council (including Order of the Arrow lodges), and Packs, Troops, Crews, Ships, and/or Posts (<u>"Units</u>") (including, without limitation, activities, advancement, adventures (both short-term and long-term), camping, camporees, ceremonies, construction and maintenance activities and events, council meetings and events, development and fundraising, district meetings and events, events, "high adventure" events and trips, hikes, lodge meetings and activities, "mix fixes", outings, rendezvouses, product sales, "roundtables", service projects, training, transporting persons and/or equipment, trips, Unit meetings, using equipment and facilities provided by any of the Released Persons, and "wood badge") (jointly and severally, "<u>Scouting Activities and Events</u>"). Guardian and Youth hereby release to BSA and Council, and authorize BSA and Council to produce, reproduce, broadcast, and otherwise use, audio recordings, photos, videos, and other depictions, likenesses, or images of Youth, in any media form in connection with Youth's attendance at or participation in any Scouting Activities and Events without compensation, for an unlimited duration.

2. ASSUMPTION OF RISK. GUARDIAN AND YOUTH, JOINTLY AND SEVERALLY, UNDERSTAND AND CONFIRM ALL OF THE FOLLOWING: (i) that Scouting Activities and Events can be dangerous, can entail substantial risk (including the risk of death or permanent injury) and can be strenuous; (ii) that Youth is physically and mentally fit, is sufficiently prepared to participate in Scouting Activities and Events, and is not subject to any health issues or conditions that would preclude Youth from participating in any Scouting Activities and Events; (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 Youth's participation in Scouting Activities and Events could result in Youth 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, Guardian and Youth, jointly assume all risks now or hereafter related to, or arising from, any and all Scouting Activities and Events related to COVID-19 illness and exposure to COVID-19. Guardian and Youth, jointly and severally, consent to receive any medical treatment deemed advisable for any injury or harm to Youth during any Scouting Activities and Events.

REV 08-21-2020

3. WAIVER AND RELEASE. Guardian and Youth, jointly and severally, do hereby knowingly, voluntarily, irrevocably, absolutely and unconditionally release and forever discharge, Council, BSA, 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 "<u>Released Persons</u>") from, and covenant 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 Youth may now or hereafter suffer or experience in connection with or as a result of exposure to, or transmission of, COVID-19 at any Scouting Activities and Events.

4. INSURANCE. Guardian shall take reasonable care to provide for the health and safety of said Youth in connection with any Scouting Activities and Events. Guardian and Youth, jointly and severally, understand and agree 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, Guardian and Youth are encouraged to review https://www.scouting.org/health-and-safety/gss/gss10/ and https://www.scouting.org/health-and-safety/safety-moments/ unauthorized-restricted-activities/ and https://www.scouting.org/health-and-safety/prohibited-activities-fags/.

5. COMPLIANCE. In connection with Youth's participation in any Scouting Activities and Events, Youth 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").

6. 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 California without regard to such jurisdiction's principles of conflicts of law. Guardian, Youth, <u>Council and the Released Persons submit to personal jurisdiction in the State of California 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. **Guardian and Youth, jointly and severally, agrees that this Agreement is intended to be as broad and inclusive as is permitted under the laws of the State of California and other Applicable Law**.</u>

7. <u>SEVERABILITY</u>. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

8. FACSIMILE. 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 an executed signature page, by electronic

GUARDIAN IS SIGNING AS PARENT OR GUARDIAN of Youth, a minor child, with the consent of the other parent or guardian (if any). Guardian understands that Guardian may be giving up the rights of Youth and Successors to sue as well as giving up Guardian's own right to sue. Guardian is VOLUNTARILY signing below intending for Guardian, Youth and Successors TO BE LEGALLY BOUND. IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

GUARDIAN (individually and on behalf of Youth):	WITNESS:		
Printed name:	Printed name:		

EXHIBIT 1 - POLICIES

BSA and Council are committed to providing safe, healthy and productive Scouting Activities and Events. Accordingly, 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 during any Scouting Activities or Events 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.

California Inland Empire Council

Boy Scouts of America

SHOOTING SPORTS AUTHORIZATION

Supplements BSA Annual Health and Medical Record "Part A: Informed Consent, Release Agreement, and Authorization" (BSA Doc # 680-001*) and Activity Consent Form (BSA Doc # 680-673**)

The California Inland Empire Council adheres to Scouts BSA's longstanding policy of teaching its youth and adult members the safe, responsible, intelligent handling, care, and use of firearms, air rifles, BB guns, and archery equipment in planned, carefully managed, and supervised programs. Planned shooting sports activities are conducted under the supervision of currently certified BSA National Shooting Sports Directors or National Rifle Association Firearms Instructors, or USAA Archery Instructors. California law requires express parental permission for participation by minors in certain shooting sports activities and programs.

Minor Participant's Name: _

___ Age: ____

As the parent or guardian of the minor participant listed above, I hereby give my express consent and permission to the California Inland Empire Council BSA and its Shooting Sports Staff for the participant to engage in the following lawful, recreational shooting sports, including instruction in the safe handling of the devices listed below and related activities. In the case of activities involving firearms, I hereby additionally consent to the participant being furnished and possessing live ammunition for use during such activities. These permissions are intended to comply with any applicable provisions for parental consent found in California Penal Code §§ 19915, 27505, 29615, and 29655, or similar provisions.

(Please mark each applicable category of permission granted, and Initial each entry)

Cub Scouts/Webelos

- □ Air Rifles (pellet gun) (Webelos, AOL Scouts) Initial □ Archery, bow and arrow Initial _____ □ BB Devices (BB gun) Initial _____ □ Wrist Rockets Initial Scouts BSA/Venturing/Explorer/Sea Scout: □ Air Rifles (pellet gun) Initial □ Archerv. bow and arrow Initial □ BB Devices (BB gun) Initial □ BSA Airsoft Initial □ Chalk Ball Initial Initial _____ □ Knife throwing Long Guns (Rifle, Shotgun) Initial Muzzle Loading Rifle (Black Powder) Initial Tomahawk Throwing Initial □ Wrist Rockets Initial
- * Informed Consent, Release Agreement, and Authorization: I understand that participation in Scouting activities involves the risk of personal injury, including death, due to the physical, mental, and emotional challenges in the activities offered. Information about those activities may be obtained from the venue, activity coordinators, or your local council. I also understand that participation in these activities is entirely voluntary and requires participants to follow instructions and abide by all applicable rules and the standards of conduct. I have carefully considered the risk involved and hereby give my informed consent for my child to participate in all activities offered in the program. I further authorize the sharing of the information on this form with any BSA volunteers or professionals who need to know of medical conditions that may require special consideration in conducting Scouting activities.
- ** I understand that participation in Scouting activities involves a certain degree of risk and can be physically, mentally, and emotionally demanding. I have carefully considered the risk involved and have given consent for myself or my child to participate in this activity. I also understand that participation in this activity is entirely voluntary and requires participants to abide by applicable rules and standards of conduct. I release the Boy Scouts of America, 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.

Parent or Guardian Name (print): ______

Signature:_____

Date:

CIEC Shooting Sports Permission 2019-05-01

JNIT #

Unit Swim Classification Record

This is the individual's swim classification <u>as of this date</u>. Any change in status after this date (i.e., nonswimmer to beginner or beginner to swimmer) would require a reclassification test performed by an approved test administrator. Changes and corrections to the following chart should be initialed and dated by the test administrator.

<u>SPECIAL NOTE</u>: When swim tests are conducted away from camp, the camp aquatics director retains the right to review or retest any or all participants to ensure that standards have been maintained.

Unit Number _____

Date of Swim Test _____

	Full Name (Print)	Medical	Swim Classification		
	(Draw lines through blank spaces.)	Recheck	Nonswimmer	Beginner	Swimmer
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

NAME OF PERSON CONDUCTING THE TEST:

Print Name

Qualification

UNIT LEADER:

Signature

Council/Agency (Red Cross, YMCA, etc.)

Print Name

430-122

Signature

(OVER)

SWIM CLASSIFICATION PROCEDURES

The swim classification of individuals participating in a Boy Scouts of America activity is a key element in both Safe Swim Defense and Safety Afloat. **The swim classification tests should be renewed annually, preferably at the beginning of each outdoor season.** Traditionally, the swim classification test has only been conducted at a long-term summer camp. However, there is no restriction that this be the only place the test can be conducted. It may be more useful to conduct the swim classification prior to a unit going to summer camp. All persons participating in BSA aquatics are classified according to swimming ability. The classification tests and test procedures have been developed and structured to demonstrate a skill level consistent with the circumstances in which the individual will be in the water (e.g., the swimmer's test demonstrates the minimum level of swimming ability for recreational and instructional activity in a confined body of water with a maximum 12-foot depth).

ADMINISTRATION OF SWIM CLASSIFICATION TEST (THE LOCAL COUNCIL CHOOSES ONE OF THESE OPTIONS):

OPTION A (at camp):

The swim classification test is completed the first day by camp aquatics personnel.

OPTION B (Council conducted/council controlled):

The council controls the swim classification process by predetermined dates, locations, and approved personnel to serve as test administrators. When the unit goes to summer camp, each individual will be issued a buddy tag under the direction of the camp aquatics director for use at the camp.

OPTION C (At unit level with council-approved aquatics resource people):

The swim classification test done at a unit level should be conducted by one of the following councilapproved resource people: Aquatics Instructor, BSA; Aquatics Cub Supervisor; BSA Lifeguard; BSA Swimming & Water Rescue; or other lifeguard, swimming instructor, etc. When the unit goes to summer camp, each individual will be issued a buddy tag under the direction of the camp aquatics director for use at the camp.

TO THE TEST ADMINISTRATOR

The various components of each test evaluate the several skills essential to the minimum level of swimming ability. Each step of the test is important and should be followed as listed below:

SWIMMER'S TEST:

Jump feetfirst into water over the head in depth, level off, and begin swimming. Swim 75 yards in a strong manner using one or more of the following strokes: sidestroke, breaststroke, trudgen, or crawl; then swim 25 yards using an easy resting backstroke. The 100 yards must be swum continuously and include at least one sharp turn. After completing the swim, rest by floating.

BEGINNER'S TEST:

Jump feetfirst into water over the head in depth, level off, swim 25 feet on the surface, stop, turn sharply, resume swimming as before, and return to starting place.