

Participant's Printed Name:	Council & Unit:	Arrival Date:
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**MEDICAL CONSENT FORM
PARTICIPANT ACKNOWLEDGEMENT**

In case of an emergency, I understand that every effort will be made to contact the individual listed as the emergency contact person. If 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. 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.

I approve the sharing of the information on this form with BSA volunteers and professionals who need to know of medical situations that might require special consideration for the safe conducting of scouting activities. I accept responsibility for providing accurate information to the Facility staff regarding any physical or medical condition I may have, knowledge or ability with respect to the Facility and any other information which may affect my safe participation. I further understand that it is my sole responsibility while at The Summit to adhere to all restrictions; including medical and non-medical restrictions pertaining to program participation and food allergies, and that The Summit cannot monitor or track my compliance. I understand that it is my sole responsibility to understand and adhere to all restrictions.

Participant Printed Name

Participant Signature

PARENT OR GUARDIAN ACKNOWLEDGEMENT FOR PARTICIPANT UNDER AGE 18

As the parent or legal guardian of the Participant whose name appears above, I understand that, in case of an emergency involving the Participant, every effort will be made to contact the individual listed as the emergency contact person. If that 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 the Participant. 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.

I approve the sharing of the information on this form with BSA volunteers and professionals who need to know of medical situations that might require special consideration for the safe conducting of scouting activities. I further understand that it is the sole responsibility of participants to adhere to any restrictions, including medical and non-medical restrictions pertaining to program participation and food allergies, and that The Summit cannot monitor individual compliance. I acknowledge, understand and accept that it is the sole responsibility the above-named participant to adhere to all restrictions.

Parent/Guardian Printed Name

Parent/Guardian Signature

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RISK ACKNOWLEDGEMENT AND CONSENT FORM
(Liability Limitations, Restrictions and Responsibilities, Risk Acknowledgement,
Code of Conduct Acknowledgement, Media Release)

The adventure and recreational program facilities (Facilities) offered by the Boy Scouts of America (BSA) at The Summit Bechtel Family National Scout Reserve (The Summit) are designed to provide intense high adventure opportunities for participants. While safety is of paramount concern in the Scouting program including at The Summit, there are risks in adventure and recreational activities which cannot be eliminated. Participants in the Adventure and recreational programs, therefore, must understand and acknowledge those risks and their responsibilities as participants.

West Virginia law requires participants in adventure and recreational activities to follow all instructions and participate only in activities within their capabilities. Participants also assume the risk of injury or death which results from their participation. Persons desiring to use any of the Facilities at The Summit, and for persons under 18 a parent or guardian, must sign this written acknowledgement of the provisions of West Virginia law prior to using the Facilities. Scout participants, leaders and staff, and the parent or guardian of those under 18, must sign and return this acknowledgement no later than the date indicated in the program and registration materials. They will not be admitted to the site without a properly completed acknowledgement on file. Visitors and guests using any Facilities must also sign this acknowledgement, and if under 18 have it signed by a parent or guardian, prior to being allowed to use any Facilities.

In accordance with West Virginia law, this acknowledgement summarizes the potentially dangerous elements of the Facilities as well as the liability limitations, restrictions and responsibilities pertaining to participants. Some Facilities have height and/or weight limitations which prohibit those who do not meet the limitations from participating. Some of the Facilities are not be suitable for small children. Some or all of the Facilities may be unsuitable for those with heart, orthopedic or other medical conditions which could increase the risk of death or injury. Some of the Facilities require advanced skill levels and should be used only if the participant has the knowledge and experience to use them. Staff members are available to answer questions about the activity, but it is the responsibility of individual seeking to use the Facilities to determine whether they are capable of safely participating in the activity.

Equipment is provided at the Facilities and must be properly used and personal protective equipment fitted and worn at all times. Loose fitting clothing and personal articles which could become entangled in Facilities should be removed or stored prior to the activity. Participants are responsible for knowing and not exceeding their personal limitations in terms of body strength, personal ability or knowledge of the activity. Participants engaged in instructional activities with other participants may be at risk if other participants fail to follow instructions, misjudge their capabilities or lose control of equipment. Unsafe behavior, horseplay and other prohibited conduct is forbidden while using any Facilities.

- **Mountain Biking and BMX** – courses have a wide variety of terrain. Some of the courses are narrow, winding and incorporate natural and man-made features to add to the experience. Weather conditions can make the courses slippery making control more difficult. The risks of using these Facilities include the possibility of serious injury or death from falling off the bike, hitting obstacles on or near the course, colliding with or being struck by other bikes or persons, and loss of control. Maneuvers must be approved by the activity staff before being attempted.
- **Zip Line and Canopy Tours** – require special harness and fall protection equipment which must be properly fitted. Participants must attend “ground school” training and follow instructions. Injury, including serious injury, to hands, legs and feet can result from improper braking or landing. Spinal or head injury due to shock loading can also result from improper braking or landing.
- **Climbing and Challenge Courses** – require special harness and fall protection equipment which must be properly fitted. 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 fails to follow instructions or loses control.
- **Skate Boarding** – facilities require skill and ability, especially before attempting maneuvers. Maneuvers must be approved by the activity staff before being attempted. Serious injury or death may result from falls, including injury to the head, extremities, neck and spine.
- **Whitewater Activities** – some whitewater activities are conducted on the New River by BSA staff and leaders. Personal flotation devices must be worn and secured at all times. 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. Whitewater rafting is provided by contract vendors who are licensed by the State of West Virginia. Those vendors will provide transportation, training, equipment and supervision. Scout leaders accompanying whitewater raft trips are not responsible for the training or supervision of Scouts on those trips. 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 and Archery** – Facilities include shotgun, rifle, pistol, crossbows, bow and arrow, chalk balls and other projectile challenges. Hearing protection is required when using firearms to avoid damage to hearing. Firearms must also be handled as if loaded and must always be pointed down range. Only range personnel can clear firearms from misfires. Loaded bows must

always be pointed down range. Serious injury or death can result from the mishandling of firearms or archery equipment.

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- **Aquatic Adventures** – including standup paddle boarding, “Dragon Boats”, kayaks, scuba diving and other aquatic facilities require flotation devices to be properly fitted and worn where required. 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.
- **Hiking and Trek Experience to Garden Ground** (the Summit of The Summit) – requires a vertical ascent of about 1,000 feet over several miles of improved trail. The trail is strenuous and requires participants to consume additional water to avoid dehydration. There are natural hazards along the trail and on Garden Ground 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 off trails or other elevated or inclined areas.
- **All-Terrain Vehicle (ATVs) Activities** - are conducted on closed courses and participants must first take safety training. Protective equipment must be worn at all times. When improperly operated ATVs can roll-over, suffer unexpected mechanical failure and hit other objects resulting in serious injury or death.

W. Va. Code Chapter 20, Article 16. Nonprofit Adventure and Recreational Activity Responsibility Act

§ 20-16-4. Duties of a nonprofit youth organization or provider.

Every nonprofit youth organization or provider shall: (1) Make reasonable and prudent efforts to determine the ability of a participant to safely engage in the adventure or recreational activity; (2) Make known to any participant any dangerous traits or characteristics or any physical impairments or conditions related to a particular adventure or recreational activity, of which the nonprofit youth organization or provider knows or through the exercise of due diligence could know; (3) Make known to any participant any dangerous condition as to land or facilities under the lawful possession and control of the nonprofit youth organization or provider, of which the nonprofit youth organization or provider knows or through the exercise of due diligence could know, by advising the participant in writing or by conspicuously posting warning signs upon the premises; (4) Assure that each participant has or is provided all equipment reasonably necessary for all activities covered by this article and, in providing equipment to a participant, make reasonable and prudent efforts to inspect such equipment to assure that it is in proper working condition and safe for use in the adventure or recreational activity; (5) Prepare and present to each participant or prospective participant, for his or her inspection and signature, a statement which clearly and concisely explains the liability limitations, restrictions and responsibilities set forth in this article: *Provided*, That said statement shall not contain nor have the effect of a waiver of a nonprofit youth organization or provider's duties set forth in this section; (6) Make reasonable efforts to provide supervision of participants while engaged in activities under this article.

§ 20-16-5. Duties of participants.

It is recognized that the adventure and recreational activities described in this article are hazardous to participants, regardless of all feasible safety measures which can be taken. Each participant in an adventure or recreational activity expressly assumes the risk of and legal responsibility for any injury, loss or damage to person or property which results from participation in an activity. Each participant shall have the sole individual responsibility for knowing the range of his or her own ability to participate in a particular adventure or recreational activity, and it shall be the duty of each participant to act within the limits of the participant's own ability, to heed all posted warnings, to act in accordance with the instructions of any employee of the non-profit youth organization or provider, to perform an adventure or recreational activity only in an area or facility designated by the nonprofit youth organization or provider and to refrain from acting in a manner which may cause or contribute to the injury of anyone. There is a rebuttable presumption that any participant under the age of fourteen is incapable of comparative negligence or assumption of the risk. There is an irrefutable presumption that any participant under the age of seven is incapable of comparative negligence or assumption of the risk. Any participant over the age of fourteen will be subject to the common-law presumptions as to their acts and omissions. A participant involved in an accident shall not depart from the area or facility where the adventure or recreational activity took place without leaving personal identification, including name and address, or without notifying the proper authorities, or without obtaining assistance when that person knows or reasonably should know that any other person involved in the accident is in need of medical or other assistance.

§ 20-16-6. Liability of nonprofit youth organization or provider.

(a) A nonprofit youth organization or provider shall be liable for injury, loss or damage caused by failure to follow the duties set forth in section four of this article where the violation of duty is causally related to the injury, loss or damage suffered. A nonprofit youth organization or provider shall not be liable for any injury, loss or damage caused by the negligence of any person who is not an agent or employee of the nonprofit youth organization or provider. (b) A nonprofit youth organization or provider shall be liable for acts or omissions which constitute gross negligence or willful and wanton conduct which is the proximate cause of injury to a participant. (c) A nonprofit youth organization or provider shall be liable for an intentional injury which he or she inflicts upon a participant.

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PARTICIPANT ACKNOWLEDGEMENT - UNDERSTANDING OF RISKS

I have read and understand the information provided in this acknowledgement that summarizes the potentially dangerous elements of the Facilities at The Summit as well as liability limitations, restrictions and responsibilities pertaining to me as a participant as required by West Virginia law. I accept responsibility for providing accurate information to the Facility staff regarding any physical or medical condition I may have, knowledge or ability with respect to the Facility and any other information which may affect my safe participation. I further understand that it is my sole responsibility while at The Summit to adhere to all restrictions; including medical and non-medical restrictions pertaining to program participation and food allergies, and that The Summit cannot monitor or track my compliance. I understand that it is my sole responsibility to understand and adhere to all restrictions.

ACKNOWLEDGEMENT OF CODE OF CONDUCT

- I promise to obey the Scout oath and law
- I will be Scout-like in how we act and treat others
- I will set a good example by keeping myself neatly dressed and presentable.
- I will attend all scheduled programs and participate as required in cooperation with other unit members and leaders.
- In consideration of other unit participants, I agree to follow the bedtime and sleep schedule of the unit.
- I will be responsible for keeping my tent and personal gear clean and neat and labeling all personal gear.
- I will adhere to all recycling policies and regulations. I will not litter.
- I understand that the possession or consumption of alcoholic beverages or illegal drugs is prohibited at The Summit.
- I understand that serious and/or repetitive behavior violations, including cheating, stealing, dishonesty, fighting, and cursing, may result in expulsion from The Summit or serious disciplinary action and loss of privileges.
- I understand that gambling of any form is prohibited.
- I understand that possession of lasers of any type and possession or detonation of fireworks is prohibited.
- I will demonstrate respect for The Summit and unit property and be personally responsible for any loss, breakage, or vandalism of property as a result of my actions.
- Neither the unit leaders nor the Boy Scouts of America will be responsible for loss, breakage, or theft of personal items. I will label all my personal items and check items of value at the direction of unit leaders. Theft will be grounds for expulsion.
- I will obey the safety rules and instructions of all supervisors and staff members.
- I understand that hazing has no place in Scouting; nor do running the gauntlet, belt lines, and similar acts of physical punishment.
- I understand that participants may only bring items specified on the equipment list provided.
- I understand that I can be sent home for bullying, horseplay, fighting, stealing, off-color jokes, remarks or sexual activity or conduct of any kind, harassment or discrimination based upon race, sex (including preference or identity) race, cultural, national origin, disability, or any other protected classification, being a "peeping tom", being in an off-limits area and/or repeated failure to follow instructions.
- Violation of this Code of Conduct, or any other conduct deemed to be inconsistent with the values of Scouting, may result in expulsion from The Summit at the participant's own expense and could result in revocation of BSA membership.

MEDIA CONSENT AND AUTHORIZATION

I hereby assign and grant to the local council and the Boy Scouts of America the right and permission to use and publish the photographs/film/videotapes/electronic representation and/or sound recordings made of me 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 all liability from such use and publication.

I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, and/or distribution of said photographs/film/videotapes/electronic representation and/or sound recordings without limitation at the discretion of the Boy Scouts of America, and I specifically waive any right to any compensation I may have for any of the foregoing.

By my signature below I confirm that I have read and agree to the items set forth above.

Participant Printed Name

Participant Signature