



HEART OF AMERICA COUNCIL

BOY SCOUTS OF AMERICA

## WAIVER AND RELEASE OF LIABILITY NAISH SCOUT RESERVATION

This Waiver and Release of Liability is a legal document, and all of its terms are important. PLEASE READ IT CAREFULLY.

COVID-19 is an illness that can affect the lungs, airways and circulatory system, among other things. COVID-19 is caused by the coronavirus. In order to stop or slow the spread of the virus, the Centers for Disease Control and Prevention recommend staying home as much as possible and limiting face-to-face contact with others.

My signature below acknowledges my understanding that there is a risk that I (and, if I am the legal guardian of a camp participant, the camp participant) may be exposed to the coronavirus as a result of my (or my camp participant's) entry onto the Naish Scout Reservation in Wyandotte County, Kansas ("Camp Naish") of the Heart of America Council, Boy Scouts of America ("HOAC") and/or participation in any activities provided, arranged, organized, or in any way associated or connected with Camp Naish or HOAC (the "Activities"), and my agreement to release HOAC from liability in the event I (or my camp participant) are exposed to the coronavirus as a result of my (or my camp participant's) participation in any Activities.

### ACKNOWLEDGMENTS:

On behalf of myself and my camp participant, and our respective heirs, assigns, personal representatives and estates, I understand, acknowledge and agree as follows:

- (1) COVID-19 has been declared a worldwide pandemic by the World Health Organization; and COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact;
- (2) A State of Disaster Emergency was declared for the State of Kansas on March 12, 2020, with subsequent orders or amendments thereto;
- (3) Federal, state and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people, among other preventative measures;
- (4) HOAC has implemented preventative measures to reduce the spread of COVID-19, as outlined in the **Scouting Safety: COVID-19 Summer Camp Health and Safety Plan** document, which HOAC has provided to me and I have read. Despite these preventative measures, HOAC cannot guarantee that I, my camp participant or any other youth or adult camper, staff member, or visitor (each a "Patron") will not become infected with COVID-19, and there are risks inherent in entering Camp Naish and participating in the Activities, (such activities to include swimming, camping, dining, campfires, merit badge classes and other HOAC-related or HOAC-sponsored activities) and inherent risks related to COVID-19 infection and transmission;
- (5) Entry into Camp Naish and participation in the Activities could increase the risk of contracting COVID-19 for myself, my camp participant and those Patrons with whom we may come in contact;
- (6) The risk of becoming exposed to or infected by COVID-19 at Camp Naish or in connection with the Activities may result from the actions, omissions or negligence of myself, my camp participant and/or others, including without limitation HOAC, HOAC employees, volunteers, officers, directors, agents, representatives, Patrons or any others present at Camp Naish or at such Activities;
- (7) When I (or my camp participant) enter into Camp Naish or attend Activities, I (or my camp participant) am doing so voluntarily, for purposes of participating in Scouting events or activities for my (or my camp participant's) personal benefit. The value of such benefit, together with HOAC allowing me (or my camp participant) to enter into Camp Naish and participate in the Activities, is sufficient consideration for my voluntary execution of, and compliance with, this Waiver and Release of Liability;
- (8) I (for myself and on behalf of my camp participant) voluntarily and knowingly assume the risk that I (or my camp participant) may be exposed to or infected by COVID-19 by entering into Camp Naish or participating in the Activities, and that such exposure or infection may result in personal injury, illness, disability and death; and

(9) I (for myself and on behalf of my camp participant) acknowledge and agree that, with respect to COVID-19, HOAC cannot and does not accept any (and expressly disclaims all) responsibility for my (and my camp participant's) safety and well-being while I (or my camp participant) am at Camp Naish or otherwise engaged in any Activity.

**ASSUMPTION OF RISK:**

I (for myself and on behalf of my camp participant) hereby acknowledge, accept and agree that I (or my camp participant) may be exposed to the coronavirus as a result of our participation in the Activities. I (for myself and on behalf of my camp participant) hereby assume all risk, dangers (including personal injury, illness, disability and death), and responsibility for any losses or damages, whether caused in whole or in part by the negligence or conduct of HOAC, its employees, volunteers, officers, directors, or any other person or entity acting in any capacity on its behalf (collectively referred to herein as the "Releasees"), that may arise. I, on behalf of myself and as legal guardian of any camp participant, understand that I am releasing, discharging, and waiving any claims or actions that I (and my camp participant) may have presently or in the future have for the negligent act or other conduct of the Releasees.

**RELEASE:**

I (for myself and on behalf of my camp participant) am giving this Waiver and Release of Liability to the Releasees. I agree that my (and my camp participant's) entering into Camp Naish and our participation in any Activities is in all respects voluntary. In consideration of HOAC permitting me (and my camp participant) to enter into Camp Naish and to participate in the Activities, I (for myself and on behalf of my camp participant) hereby voluntarily release, discharge, hold harmless, and covenant not to sue the Releasees, on behalf of myself and my camp participant for any and all claims or liabilities arising out of any negligence, fault, breach of contract, or any other act or omission which is in any way related to COVID-19 or any claim for illness, injury, disability, death, emotional injury, or damages of any nature in any kind in connection with my (and my camp participant's) entering into Camp Naish or participation in the Activities or otherwise related to COVID-19. I understand that my agreement in this regard binds me, my camp participant and our respective heirs, assigns, personal representatives, and estates.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND BY SIGNING IT, AGREE THAT IT IS MY INTENTION TO RELIEVE HOAC FROM ANY LIABILITY FOR PERSONAL INJURY, ILLNESS, DISABILITY OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE RELATED TO COVID-19. I FULLY RECOGNIZE AND UNDERSTAND THAT IF I (OR MY CAMP PARTICIPANT) AM EXPOSED TO THE CORONAVIRUS, I AM GIVING UP MY (AND MY CAMP PARTICIPANT'S) RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST HOAC FOR ANY INJURY, ILLNESS, DISABILITY, DEATH, EMOTIONAL INJURY OR DAMAGE RELATED TO THAT EXPOSURE. I (FOR MYSELF AND ON BEHALF OF MY CAMP PARTICIPANT) EXPRESSLY ASSUME ALL RISKS. I VOLUNTARILY SIGN MY NAME AS EVIDENCE OF MY ACCEPTANCE OF THE ABOVE PROVISIONS ON BEHALF OF MYSELF AND MY CAMP PARTICIPANT. I agree that if any portion of this Waiver and Release of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

As parent or legal guardian of a camp participant under 18 years of age, I have read and voluntarily agreed that said minor may enter Camp Naish and participate in the Activities, and I sign this Waiver and Release of Liability on their behalf and represent that I am a lawful parent or guardian of the camp participant.

I have read this Waiver and Release of Liability, and am bound by it whether or not I have read it. I also agree to all of the rules that HOAC may set concerning the Activities as specifically necessitated by COVID-19.

Signature of Scout, Scouter or Patron (if over the age of 18): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Scout, Scouter or Patron (if under the age of 18): \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_