



Traditional Boy Scouting in Willistown, Pennsylvania Since 1930

ACTIVITY PARTICIPATION FORM AND RELEASE FORM
WILLISTOWN TROOP 78, B.S.A. (the "Troop")
KANDERSTEG INTERNATIONAL SCOUT CENTRE TRIP
JULY 23 -AUGUST 6, 2016 (The "Trip")

This is a legal document. Please read it carefully. This document must be signed by each "Participant" (defined below) who is eighteen (18) years or older as of June 1, 2016. For Participants who are under the age of eighteen (18) years as of June 1, 2016 (a "Minor Participant"), this document must be signed by **both** parents/guardians of the Minor Participant, except as provided for in Section below. This document must be notarized and dated, and must be returned to Troop 78 by no later than June 2, 2016.

Participant's Printed Name: _____

Participant's Birth date/Age as of June 1, 2016: _____

1. Participation Consent: Permission for Minor Participant to Travel Internationally. The individual(s) signing this document on behalf of the Minor Participant (the "Minor's Signatories") hereby grant their permission for and consent to the Minor Participant's attendance and participation in the Trip. The Minor's Signatories understand that the Troop will adhere to established leadership, supervision and safety policies and procedures of the Boy Scouts of America in conducting the Trip.

By their signatures below, the Minor's Signatories certify that they are the parents and/or legal guardians of the Minor Participant; that they are authorized and empowered to execute this document on behalf of the Minor Participant and to grant the permissions provided for in this document on behalf of the Minor Participant; and that further, they are authorized and empowered to give consent for the Minor Participant to travel outside of the United States with the Troop in order to participate in the Trip, without reservation. If this document is being signed by only one (1) Minor's Signatory, by executing this document, the Minor Signatory certifies that he/she is authorized to be the sole signatory to this document on behalf of the Minor Signatory, because (initial as appropriate): (a) _____ he/she is the sole custodial parent/guardian of the Minor Signatory by virtue of a final order entered by a court of competent jurisdiction, and accordingly, has the sole authority to execute this document on behalf of the Minor Signatory; or (b) _____ he/she is the sole custodial parent/guardian of the Minor Participant because of the death of the other parent/guardian. The Troop is authorized to present this document to all government agents and authorities of the United States and all foreign jurisdictions to conclusively evidence the fact that the Minor Participant is authorized to travel with and be under the supervision of the Troop in connection with the Trip.

2. Risk Acknowledgement. The Trip is a high adventure travel experience for registered Scouts and Scouters of the Troop (each a "Participant"). A copy of the Trip itinerary, travel and lodging arrangements has been provided to each Participant. Each Participant, and the parents/guardians of each Minor Participant, has been informed of the potential risks of participation in the Trip, and of the possible hazards, illnesses, injuries which may occur as a result of participation in the Trip. These risks include, without limitation, injury, illness, permanent disability or death. Such risks may be directly or indirectly caused by: (a) equipment failure, injury, illness, disability or death resulting from exertion while engaged in Trip activity; (b) injury, illness, disability or death resulting from or related to international travel by aircraft; and (c) injury, illness, disability or death resulting from local travel by land vehicle or aircraft to any Trip destination or activity.

3. Informed Consent and Release of Liability.

I CERTIFY THAT I HAVE READ AND FULLY UNDERSTAND THE NATURE AND SCOPE OF THE TRIP, AND THAT I UNDERSTAND THE POTENTIAL RISKS INHERENT IN SUCH TRAVEL AND PARTICIPATION. I THEREFORE AGREE TO AND ACCEPT THE RULES AND GUIDELINES FOR PARTICIPATION IN THE TRIP. I FURTHER RECOGNIZE THAT CERTAIN RISKS MAY BE INHERENT IN THE CONDUCT AND PARTICIPATION IN THIS ACTIVITY WHICH MAY BE BEYOND THE CONTROL OF THE TRIP LEADERS AND/OR ACTIVITY SPONSORS.

I FURTHER CERTIFY THAT I AND/OR MY MINOR PARTICIPANT AM/ARE MEDICALLY AND PHYSICALLY CAPABLE OF PARTICIPATION IN THE TRIP AND ALL ACTIVITIES ASSOCIATED WITH THE TRIP, AND AM/ARE MEDICALLY CLEARED BY A PHYSICIAN FOR PARTICIPATION IN SUCH ACTIVITIES. IN RECOGNITION OF THE BENEFITS DERIVED BY MYSELF AND/OR MY MINOR PARTICIPANT, AND IN THE EVENT OF ANY ACCIDENT RESULTING IN INJURY, ILLNESS, DISABILITY, OR DEATH, OR PROPERTY LOSS OR DAMAGE, WHICH MIGHT OCCUR TO MYSELF AND/OR MY MINOR PARTICIPANT IN THE COURSE OF THE TRIP, INCLUDING WHILE PREPARING FOR AND TRAVELING TO AND FROM POINTS OF DEPARTURE AND ARRIVAL FOR THE TRIP, I AGREE NOT TO SUE, AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE BOY SCOUTS OF AMERICA, CHESTER COUNTY COUNCIL, THE TROOP, FRIENDS OF 78 INC., ALL TRIP ADVISORS, LEADERS, OTHER TRIP PARTICIPANTS, AND ANY AND ALL AGENTS, EMPLOYEES, REPRESENTATIVES OF ANY OF THE FOREGOING, INCLUDING THEIR RESPECTIVE SUCCESSORS IN INTEREST, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION BASED ON ANY THEORY WHATSOEVER, DAMAGES, LOSSES, INJURIES AND EXPENSES ARISING OUT OF OR RELATING TO PARTICIPATION IN THE TRIP.

I AGREE THE EXCLUSIVE VENUE FOR ANY LAWSUIT OR CAUSE OF ACTION WHATSOEVER SHALL BE THE COURT OF COMMON PLEAS, CHESTER COUNTY, PENNSYLVANIA, AND THAT THE GOVERNING LAW IN CONNECTION WITH ANY SUCH LAWSUIT OR CAUSE OF ACTION WHATSOEVER SHALL BE THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA, WITHOUT REFERENCE TO THE CONFLICTS OF LAWS PROVISIONS THEREOF. I FURTHER AGREE THAT IF THE BOY SCOUTS OF AMERICA OR ANY OF THE INDIVIDUALS OR ORGANIZATIONS NAMED ABOVE (EACH A "DEFENDANT") DEFENDS ANY ACTION, LAWSUIT OR LITIGATION INITIATED BY MYSELF, MY EXECUTORS OR MY HEIRS, EITHER ON MY BEHALF, ON BEHALF OF THE MINOR PARTICIPANT, OR ON BEHALF OF MY/HIS RESPECTIVE ESTATE, I WILL PAY THE FEES AND EXPENSES (INCLUDING WITHOUT LIMITATION COURT COSTS AND FEES OF ATTORNEYS AND EXPERT WITNESSES) FEES INCURRED BY SUCH DEFENDANTS IN THE DEFENSE OF ANY SUCH LAWSUIT OR OTHER CAUSE OF ACTION.

4. Medical Treatment Consent.

If I (or the Minor Participant for whom I am signing as parent/guardian) am injured or become ill during the Trip, including while traveling to and from points of departure and arrival for the Trip, I consent to the administration of medical assistance, including first-aid provided by a first responder and third party-provided medical assistance; and I specifically authorize treatment by medical providers which may include physicians and admission to a hospital. Further, I do hereby authorize and consent to such admission and in the case of emergency medical treatment, to surgical or other procedures which may be required. I understand that reasonable efforts will be made to contact me in the event of an emergency. Medical assistance may also include the administration of medications, including without limitation analgesics such as acetaminophen, ibuprofen, topical antiseptics or antibiotics, oral antihistamines such as Benadryl or decongestants/cough suppressants, antiarrheal medications such as kaolin and pectin, and/or medications prescribed by medical personnel authorized to dispense the same in the country or jurisdiction where such medications are being dispensed. I agree to provide payment of any fees or costs in connection with any such medical assistance, including fees for transportation to or from any location in connection with any such medical assistance, (Medical Payments). I also consent to the administration by Troop leaders of medications that I take on standing orders from a physician or other medical service provider who is authorized to prescribe or recommend the use of any such medications in the country or jurisdiction where such prescription was dispensed/recommendation was made.

5. Insurance Information: In accordance with the timeframe that will be established by the Troop, I will provide the Troop with a current and completed ANNUAL HEALTH AND MEDICAL RECORD (BSA), signed by a licensed medical practitioner ("Medical Form"); and I certify that the medical insurance that I identify in the Medical Form is in effect and will be in full force and effect throughout the duration of the Trip. In connection with the Trip, the Troop will provide certain group medical and travel-related insurance ("Troop-Provided Insurance"), however, neither the Troop nor any person or entity acting for or on behalf of the Troop has made or is making any representations whatsoever as to the adequacy of the Troop-Provided Insurance, or whether coverage for any particular matter or claim will be provided for by or under the Troop-Provided Insurance, and I agree that the Troop-Provided Insurance is not an inducement to my participation in the Trip.

6. Adherence to Trip Code of Conduct: The Troop has provided separate "Code of Conduct" to each Participant. Each Participant agrees to abide by the Code of Conduct. If, in the sole opinion of the Trip Leader, any Participant has committed a violation of the Trip Code of Conduct that, Participant will, at the sole discretion of the Trip Leader, be required to return home at the sole expense of the Participant (or, if a Minor Participant, at the sole expense of the Minor Participant's parents/guardians).

This document has been executed as of this _____ 2016, and will remain in full force and effect until and unless revoked in a writing that has both been duly executed by the Minor's Signatories or the Participant (as appropriate) and notarized, and is delivered to Troop 78 in person, by delivery to the Trip Leader.

Signature of Participant

Minor Participant Signatory
(If Participant is a minor, Parent Signature Here)

Printed Name of Participant

Minor Participant Signatory
(If Participant is a Minor, Parent Signature Here)

Date: _____

COUNTY OF CHESTER)
COMMONWEALTH OF PENNSYLVANIA) SS

Before me with _____ day of _____, 2016, did appear _____ and _____ each of whom executed the foregoing document in his/her own hand.

SUBSCRIBED AND SWORN TO THIS _____ DAY OF _____, 2016.

Notary Public: _____ (Notary seal here)

My Commission expires on: _____

