# 2019 WORLD SCOUT JAMBOREE MEDICAL CONSENT FORM

In case of an emergency, I understand that every effort will be made to contact the individual listed as the emergency contact person. If that person cannot be reached, I consent to the medical provider selected by the leader in charge to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication. Medical providers, including both Jamboree and outside medical facilities and practitioners, are hereby 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 consent to the sharing of the information on this form with Jamboree leaders and professionals who need to know of medical conditions that require special consideration in connection with Scouting activities. I accept responsibility for providing accurate information regarding any physical or medical condition I may have. I further understand that it is my sole responsibility to adhere to all restrictions that may affect my ability to participate in the Jamboree, including any physical and dietary restrictions.

### <u>2019 WORLD SCOUT JAMBOREE</u> <u>RISK ACKNOWLEDGEMENT AND CONSENT FORM</u> (Liability Limitations, Restrictions and Responsibilities, Risk Acknowledgement, Code of Conduct Acknowledgement, Media Release)

The adventure and recreational program facilities (Facilities) at the Summit Bechtel National Scout Reserve, site of the Jamboree, are offered in cooperation with the Boy Scouts of America, Arrow WV, Inc., NewWorld19 and their sponsoring organizations. They are designed to provide intense high adventure opportunities for participants. And while safety is of paramount concern in the Scouting program, 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 outside of the limitations from participating. Some of the Facilities are not 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 the 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 always be properly used and personal protective equipment fitted and worn. 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 participants fail to follow instructions or lose 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.
- **Rafting** is provided by contract vendors who are licensed by the State of West Virginia. The vendors will provide transportation, training, equipment and supervision. Scout leaders accompanying the raft trips are not responsible for the training or supervision of Scouts on rafting 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, bow and arrow 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 are allowed to 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.
- 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 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.
- Use of ATVs or UTVs may be used in connection with program or on-site transportation. They may be operated only in accordance with Jamboree policy, by qualified persons and using safety equipment. ATVs and UTVs even if operated in accordance with instruction pose a risk of rollover and injury to extremities, including 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 over the age of fourteen will be subject to the common law presumptions as to their acts and or 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 needs 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 participant.

## PARTICIPANT ACKNOWLEDGEMENT UNDERSTANDING OF RISKS

By checking the box below or affixing my signature, I confirm that 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.

## 2019 WORLD SCOUT JAMBOREE CODE OF CONDUCT

As a participant and a Scout at the 24th World Scout Jamboree, I agree to obey all U.S., state, and local laws, as well as the following Code of Conduct:

- I am aware that I am a representative of the Scout Movement and will follow the Scout Law at all times during my travel and Jamboree participation.
- I will be respectful, tolerant, and considerate of other cultures, including dressing appropriately for a multicultural environment.
- I will obey safety rules, signs, and instructions by troop leaders and other adults.
- I will follow the Jamboree sleep schedule, unless otherwise directed by the Jamboree program, by remaining in my campsite and respecting quiet times.
- I understand that during the Jamboree the purchase, possession, or consumption of alcoholic beverages or illegal drugs is prohibited.
- I understand smoking is only permitted in marked areas and not allowed in tents. (Legal age is 18 years or older.)
- I understand that gambling of any form is prohibited.
- I will avoid serious behavior issues including dishonesty, fighting, and bad language.
- I will respect other participants' property and refrain from "trophy hunting".
- I will keep the Jamboree and my personal site clean and follow recycling policies.
- I will wear my Jamboree Neckerchief and Jamboree ID at all times unless asked to remove them for safety.

- I will comply with all elements of the Safe from Harm program to prevent abuse and harassment.
- I will only trade patches and souvenirs with my peers and will refrain from selling any items.
- I will comply with all access restrictions and will not enter private tents or sites unless invited.
- 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 Jamboree at the participant's own expense and could result in revocation of NSO membership.

## 2019 WORLD SCOUT JAMBOREE PUBLICITY AUTHORIZATION AND RELEASE

In consideration for the intangible value I will gain by participating in the Jamboree, I hereby irrevocably grant to World Organization of the Scout Movement (WOSM), the National Scout Organization (NSO) to which I belong, NewWorld19, LLC, and the Boy Scouts of America (BSA) (all of the foregoing parties referred to collectively as the "Authorized Parties") the right to display, exhibit, record, photograph, reproduce, broadcast, and otherwise use my name, image, likeness, appearance, and voice, in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to advertising, publicity, and promotion of the Jamboree and other Scouting programs and activities offered by the Authorized Parties, without further consent from or payment to me. I further agree that I will not own any rights in the materials ("Materials") created by or for any of the Authorized Parties that incorporate my name, image, likeness, appearance or voice, and that the Authorized Parties may reproduce, distribute, display, adapt, perform, sell, license, and otherwise use such materials at their sole discretion without further consent or payment to me. I hereby waive all legal and equitable rights relating to all claims, demands, actions, and expenses, including claims for copyright infringement and claims for violation of any rights of publicity or privacy, arising directly or indirectly from the Authorized Parties' exercise of their rights hereunder or their use of the Materials, and release and discharge the Authorized Parties, including their respective officers, directors, employees, volunteers, contractors, agents, and affiliates, from any and all liability under such claims.

I agree to the terms and conditions set forth herein in their entirety; including but not limited to the Medical Consent Form, Risk Acknowledgement, Code of Conduct, Publicity Authorization and Release, as well as other statements set forth above. I agree that I am at least 18 years of age or, if not, that I am the parent or legal guardian acting on behalf of my child or ward who is under 18 years of age, and have full right, power, and authority to agreement to terms and conditions set forth herein. \*

I Agree	
Print Name of Jamboree Applicant:	
Signature of Person Granting Consent:	-
Print Name of Person Granting Consent:	-
Relationship to Applicant (must be Parent / Guardian / Self Consent):	
Today's Date:	

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