

AGREEMENT

July 19-28, 2023 National BSA Jamboree

THIS AGREEMENT is made and entered into this ___ day of _____, 202___, by and between _____, (herein "Parent/Guardian") on behalf of _____ (herein "Scout") and the Moraine Trails Council of the Boy Scouts of America (herein "Moraine Trails Council").

WHEREAS, the Moraine Trails Council of the Boy Scouts of America intends to organize a group of Scouts to attend the National Boy Scouts of America Jamboree ("Jamboree"), which is being held the week of July 19-28, 2022 at the Summit Bechtel Reserve located at 2550 Jack Furst Drive, Glen Jean, WV 25846;

WHEREAS, the Moraine Trails Council of the Boy Scouts of America intends to organize and provide transportation of the group to the Jamboree; and

WHEREAS, Parent/Guardian wishes for their Scout, _____, to attend the Jamboree.

NOW THEREFORE, in consideration of the mutual benefits of the parties and the foregoing recitals incorporated herein by reference, Parent/Guardian and the Moraine Trails Council hereby agree as follows:

1. **Payment and Fees.** Parent/Guardian hereby agrees to pay all fees associated with the Jamboree, including but not limited to fees and payments for supplemental accident insurance, sickness insurance, the National Boy Scouts of America Jamboree Fee, three (3) performance t-shirts, a duffle bag, and a Council Patch Set.

- a. Any and all fees paid for the Jamboree are NON-REFUNDABLE. If the Scout does not participate in the Jamboree after having paid all or any portion of the Fee, or if the Scout returns home before completion of the Jamboree, whether voluntarily or involuntarily, no deposits or money paid toward the Jamboree shall be refunded. I understand that no portion of any funds that I have paid, either directly or with financial assistance, to participate in the Jamboree will be refunded at any time or for any reason.
- b. While such fees are NON-REFUNDABLE, the fees are transferrable to another Scout in the event that a replacement Scout is found.
- c. The combined cost of all fees associated with the Jamboree is: \$_____.00.
- d. The Moraine Trails Council reserves the right to remove any individual from the group who has not paid all fees associated with the Jamboree, in full, by **April 30, 2023**.

2. **Transportation.** The Moraine Trails Council will arrange and provide for the transportation of the group to the Jamboree. Any individual attending the Jamboree with the Moraine Trail Council must travel with the group.

3. **Behavior.** Scouts are expected to abide by, and behave in accordance with, the Scout Oath, Scout Law, and the Youth Protection Guidelines, at all times, while in attendance at the Jamboree. Non-compliance may result in Scout's expulsion from the Jamboree.

4. **Equipment.** The Moraine Trails Council will provide one (1) tent for every two (2) Scouts attending the Jamboree. However, Scouts may be required to bring additional equipment such as eating utensils, clothing, uniforms, sleeping gear, etc. In the event that Scout is required to bring additional equipment to the Jamboree, Parent/Guardian hereby agrees that the Moraine Trails Council is not responsible for any lost, stolen, or damaged property.

5. **Indemnification.** Parent/Guardian hereby expressly agrees to indemnify and hold harmless the Moraine Trails Council, its elected and appointed officials, employees, agents, successors, grantees or assigns against all suits, causes of actions, claims, complaints, obligations, charges, debts, losses, demands, expenses (including all expenses of litigation, court costs and attorney's fees), damages, and/or claims of any kind whatsoever, whether in law or in equity, direct, known or unknown, suspected or unsuspected, for injury to or death of any person or for damage to any property or any other damages arising from or in direct connection with the Jamboree.

6. **Release/ Hold Harmless.** Parent/Guardian understands 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 local council. Parent/Guardian also understands 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.

a. In case of an emergency involving Scout, Parent/Guardian understands that every effort will be made to contact them. In the event Parent/Guardian 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 Scout. Medical providers are authorized to disclose protected health information to the adult in charge 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, *et. 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.

b. **With appreciation of the dangers and risks associated with programs and activities including preparations for and transportation to and from the Jamboree, Parent/Guardian, on behalf of themselves and Scout, 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 (Moraine Trails Council), the activity**

coordinators, and all employees, volunteers, related parties, or other organizations associated with any program or activity.

7. **Binding Nature of Release.** The Release contained in Paragraph Six herein shall be binding upon Parent/Guardian, their heirs, personal representatives, successors, and assigns.

8. **Reservation of Rights.** The Moraine Trails Council reserves the following rights that it may exercise in its sole discretion: (i) the right to cancel the trip; and (ii) the right to make alterations, changes, and modifications in any part of the trip itinerary and the activities related thereto.

9. **Partial Invalidity.** If any term or provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law governing this Agreement, then the parties agree that all remaining terms and provisions shall not be affected thereby.

10. **Governing Law.** This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF and intending to be legally bound hereby, the Parties hereunto set their hands and seals the day and year first above written.

**Raymond H. Tennent, IV, Scout Executive/CEO
of Moraine Trails Council**

_____,
Parent/Guardian of _____

REGISTRATION FORM

Scout's Name: _____

Parent/Guardian's Name: _____

Parent/Guardian's Phone No.: _____

Parent/Guardian's Address: _____

Alternate Emergency Contact:

Name: _____

Phone No.: _____

Address: _____

Relationship to Scout: _____

The Boy Scouts of America and the Moraine Trails Council cannot continually monitor compliance of program participants, or any limitations imposed upon them by parents or medical providers. Please list any restrictions imposed on Scout in connection with the Jamboree in the space provided below and counsel Scout to comply with those restrictions.

Date: _____

(Print)