

**ALL MEMBERS OF A GROUP MUST REVIEW AND SIGN.**

**LIABILITY LIMITATIONS, RESTRICTIONS AND RESPONSIBILITIES – RISK ACKNOWLEDGEMENT**

The adventure and recreational program facilities (Facilities) offered by the Boy Scouts of America (BSA) at National Jamboree (Jamboree) are designed to provide intense high adventure opportunities for participants. And while safety is of paramount concern in the Scouting program including at the Jamboree, 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 Jamboree (or their parent or guardian if under 18 years of age), 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 allowed to participate 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 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.

**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 irrebuttable 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 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 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.

**TALENT RELEASE**

I understand that photographs and videos made during the event may be used by the Boy Scouts of America for promotional and other commercial purposes to serve the interests of Scouting. In consideration of my attendance, I hereby consent to the reasonable use of my image obtained during the Jamboree by the Boy Scouts of America or its affiliates without additional compensation and release the Boy Scouts of America, its affiliates and related parties from any liability in connection with the use of any such image or depiction.

**ACKNOWLEDGEMENT**

I have read or have had read to me and understand the information provided in this acknowledgement which summarizes the potentially dangerous elements of the Facilities at the Jamboree as well as liability limitations, restrictions and responsibilities pertaining to participants as provided 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 agree to the Talent Release contained in this Agreement.

**ACKNOWLEDGEMENT OF ALL ATTENDEES IN GROUP**

**Check if  
Under 18**

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

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

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

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

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

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

**PARENT OR GUARDIAN ACKNOWLEDGEMENT FOR GROUP MEMBERS UNDER 18**

I/We as parent(s) or I guardian(s) of the Participant under 18 years of age, whose name appears above, have read and understand the information provided in this acknowledgement and hereby agree to allow the Participant to engage in the adventure and recreational activities with an understanding of the potentially dangerous elements of the Facilities as well as the liability limitations, restrictions and responsibilities pertaining to participants. I/We further understand and agree to the Talent Release contained in this Agreement.

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**