

# Liability and Waiver Form

## Explanation of the Merit Badge University and Venturing /Tenderfoot Programs

- All participants of the Merit Badge University must send in a registration form before the event, either with their respective Troop/Crew or individually.
- Each Troop/Crew that attends is responsible for their own arrival and registration. Only one Troop/Crew Representative can pick up the Troop's registration packet.
- The Merit Badge University shall take place on the University of Texas at Austin campus. The day will begin with an open ceremony; Scouts will then attend classes, and will end with a closing ceremony. There will be four periods of classes. The classes will involve hands on activities and lecture. Some of the classes will do outside activities and some will leave the premises for their class instruction.
- We ask that Scouts be on their best behavior possible, as we are only guests in this facility.
- We ask that no Scout leave the premises without checking out with the MBU staff.

**NOTE: THIS IS A LEGAL DOCUMENT. SIGNATURES REQUIRED FOR ALL PARTICIPANTS, AND BY PARENTS/GUARDIANS OF PARTICIPANTS UNDER AGE 18.**

### **ACKNOWLEDGMENT OF RISK**

*Participants and parents/guardians of participants under age 18 acknowledge and understand that certain risks and hazards may be present when participating in courses and activities of this event. These may include but are not limited to injuries, illness or death, or property damage and/or loss, incurred while working with hazardous chemicals or materials, venomous animals, model rockets, or other strenuous/hazardous activities, etc. I certify that I am aware of the nature and type of classes that I and/or my child are registered for, and in consideration of the benefits of such activities, acknowledge and accept the potential for such risks, as well as agreeing to the conditions for participation in terms listed hereafter.*

**PARTICIPATION AUTHORIZATION, INFORMED CONSENT, RELEASE OF LIABILITY, AND MEDICAL TREATMENT CONSENT**

I hereby certify that I have read and fully understand the nature and scope of the event as proposed on this web site, and further understand the potential risks inherent in such activities and participation as described on this web site , and/or in meetings with adult leaders.

I therefore agree to and accept the rules and guidelines and to furnish and wear or use any required safety equipment specified or suggested for participation in the activity as described on this web site.

*(FOR SCOUT OR VENTURING YOUTH UNDER AGE 18, PARENTAL/GUARDIAN CONSENT REQUIRED AS FOLLOWS):*

I authorize participation by my child in the activity described on this web site , and consent to supervision of my child by adult advisors/leaders during this event.

I understand that normal Scouting safety procedures and leadership guidelines will be implemented during this activity.

I further recognize that certain risks may be inherent in the conduct and participation in this activity which may be beyond the control of adult leaders and/or activity sponsors.

I further certify that I and/or my child is/are medically and physically capable of participation in this event and is/are medically cleared by a physician for participation in such activities.

In recognition of the benefits derived by myself and/or my child, 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 child, while traveling to or from, or during the conduct of, this event, I agree to indemnify, agree not to sue, and agree to hold harmless, the Capitol Area Council Boy Scouts of America; the Alpha Rho Chapter, Alpha Phi Omega, National Service Fraternity; the Regents of the University of Texas, a Body Corporate; event sponsors, instructors, advisors, leaders, other event participants, and any or all agents, employees, representatives (or their executors or heirs) acting on behalf of such organizations or individuals, from all claims damages, losses, injuries and expenses arising out of or resulting from participation in these activities.

## **The Alpha Phi Omega University Of Texas Merit Badge University**

I further agree to release, acquit and covenant not to sue the aforesaid parties, including the drivers of vehicles transporting my child for any and all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of the aforesaid parties.

I agree the site of any lawsuit and the law governing any such lawsuit shall be Texas and governed by Texas state law.

The terms of this agreement shall continue and be in effect after the activity has ended.

As liquidated damages, I hereby agree that if the Alpha Rho Chapter, Alpha Phi Omega, National Service Fraternity; the Capitol Area Council, Boy Scouts of America, the Regents of the University of Texas, a Body Corporate; or any of the individuals or organizations named hereon is forced to defend any action, lawsuit or litigation initiated by myself, my executors, or my heirs, on my family's or my behalf, I and/or my heirs or executors agree to pay the Boy Scouts of America and any or all such organizations or individuals named hereon, any costs and attorney's fees incurred if they successfully defend such action, lawsuit, or litigation.

### **PHOTO RELEASE**

I hereby assign and grant to the Alpha Phi Omega, Alpha Rho Chapter and the Boy Scouts of America, the right and permission to use and publish the photographs/electronic or sound recordings made of me this date by the Boy Scouts of America and Alpha Phi Omega Alpha Rho Chapter, and I hereby release the Boy Scouts of America and Alpha Phi Omega, Alpha Rho Chapter from any and all liability from such use and publication.

I hereby authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage and/or distribution of said photographs/film/video tapes/electronic representations and/or sound recordings without limitation at the discretion of the Boy Scouts of America and Alpha Phi Omega, Alpha Rho Chapter and I specifically waive any right to any compensation I may have for any of the foregoing.

**The Alpha Phi Omega University Of Texas Merit Badge University**

**OFF FACILITY RELEASE**

I give the permission to the Alpha Phi Omega and the Boy Scouts of America to take my Scout off the facilities used during the Merit Badge University to an off campus facility for the sole purpose of class instruction.

**MEDICAL TREATMENT CONSENT:**

In the event of injury or illness to myself and/or my child, I consent to administration of such first aid measures as may be determined necessary by activity leaders, and if determined necessary, I further consent to transport by ground or air ambulance and/or referral to physicians and admission to hospitals.

I further consent to emergent medical treatment for myself and/or my child if determined necessary, including but not limited to, anesthesia, injection, surgery, x-ray, and medication, if I cannot be contacted immediately for such consent. I understand that reasonable efforts will be made to contact me in such cases. Phone number where I can be reached during this event is listed here.

\_\_\_\_\_  
Name of Participant (print)

\_\_\_\_\_  
Troop/Crew

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature Of Parent/Legal Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency contact number