

## **UCM MERIT BADGE UNIVERSITY LIABILITY FORM 2023**

### **Medical Liability and Waiver Form – UCMMBU 2023**

**NOTE: THIS IS A LEGAL DOCUMENT, ELECTRONIC AGREEMENT IS REQUIRED BY ALL PARTICIPANTS AND PARENTS/GUARDIANS OF PARTICIPANTS UNDER AGE 18. IT IS A FELONY IN THE STATE OF MISSOURI TO FALSELY SIGN AN ELECTRONIC DOCUMENT. ONLY COMPLETE THIS DOCUMENT IF YOU ARE THE INDICATED PARTICIPANT AND PARENT/GUARDIAN OF THIS PARTICIPANT.**

Explanation of the April 21-23, 2023 Merit Badge University Programs.

1. Participants of the Merit Badge University Programs must register online for their courses.
2. Each Troop/Crew (or Scout) that attends is responsible for their own arrival and registration at the designated check-in facility. Only one Troop/Crew Representative can pick up the Troop's (or individual Scout, if alone) registration packet upon arriving.
3. The Merit Badge University shall take place on the University of Central Missouri, Warrensburg campus and on the University of Central Missouri, Max B. Swisher Skyhaven Airport premises. The day will begin with an opening ceremony; Scouts will then be directed around the airport, noting the mandatory safety precautions and procedures that must be followed during the event. Activities will be held for the remainder of the evening. The next day will begin with a formation directing Scouts in the direction for each badge, after which they will attend classes throughout the day, involving hands-on activities (some dangerous) and lecture. Some classes will leave their assigned rooms or the University of Central Missouri campus and/or airport during the class, but will return to the airport by the end of the day. There will not be a closing ceremony on Sunday, however, there will be a brief chapel Sunday morning.
4. We ask that no Scout leave the premises during class periods without a partner and without checking out with the MBU staff.
5. Scouts must bring their own blue cards to the event and have them signed prior to check-out.
6. Lone Scouters must be checked in by a legal guardian, and must sign an additional waiver of liability during the time of check-in.

#### **Acknowledgement 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, flying in aircraft, operating within proximity of aircraft and/or on an airfield/airport, or by means of other strenuous/hazardous activities. 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.**

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### **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 [www.warrensburgmbu.com](http://www.warrensburgmbu.com) and the prescribed event pamphlet, 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 [www.warrensburgmbu.com](http://www.warrensburgmbu.com), 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 Heart of America Council Boy Scouts of America; Boy Scout Troop 1400; the University of Central Missouri Aviation Student Government; Jason Gilbert; the University of Central Missouri and its Board of Governors; 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. 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 actions, 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 Missouri and governed by Missouri 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 Heart of America Council Boy Scouts of America; Boy Scout Troop 1400; the University of Central Missouri Aviation Student Government; Jason Gilbert; the University of Central Missouri; the Board of Governors, their officers, agents and employees; 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 and all costs and attorney's fees incurred if they successfully defend such action, lawsuit, or litigation.

#### PHOTO RELEASE

I hereby assign and grant to the University of Central Missouri, the University of Central Missouri Aviation Student Government, Johnson County Fire Protection District, Johnson County Ambulance District, Jason Gilbert, Boy Scout Troop 1400, and the Boy Scouts of America, the right and permission to use and publish the photographs/electronic or sound recordings made of me on the date of UCMMBU by the Boy Scouts of America and the University of Central Missouri Aviation Student Government, and I hereby release the Boy Scouts of America and University of Central Missouri Aviation Student Government, the University of Central Missouri; the Board of Governors, their officers, agents and employees; Jason Gilbert; Boy Scout Troop 1400, and any other aforesaid participating party, 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, the University of Central Missouri Aviation Student Government, Jason Gilbert, Boy Scout Troop 1400, and any other aforesaid participating party, and I specifically waive any right to any compensation I may have for any of the foregoing.

#### OFF FACILITY RELEASE

I give the permission to the University of Central Missouri Aviation Student Government, ETS Taxi, Apple Bus Company, the University of Central Missouri, 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. I agree to provide an emergency contact phone number where I can be reached in cases of emergency.

I \_\_\_\_\_, hereby agree as follows:

**I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE OF LIABILITY, AND I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT OF MY OWN FREE WILL.**

Date \_\_\_\_\_ Signature: \_\_\_\_\_  
(Participant)

Date \_\_\_\_\_ Signature: \_\_\_\_\_  
(Witness)

**Acknowledgement of Parent or Guardian**

In witness whereof, Parent or Guardian of Participant, a minor, acknowledges that there is no guarantee of absolute safety against risk or unforeseen accident and hereby executes this waiver on behalf of:

\_\_\_\_\_  
(Name of Minor)

Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Parent or Guardian)

Date \_\_\_\_\_ Signature \_\_\_\_\_  
(Witness)