



RELEASE AGREEMENT & LIABILITY WAIVER

PHOTO/VIDEO RELEASE: I hereby give my consent for the use of any photographs of my minor for such publicity as the **Armenian General Benevolent Union “AGBU” CHAPTER** chooses and release all claims whatsoever which may arise in said regard.

In consideration of the “AGBU” CHAPTER and Scouting Program granting me, or any minor on whose behalf I sign this agreement, permission to use “AGBU” CHAPTER facility and/or participate in the above event/program, the undersigned freely agrees to the following contractual terms and conditions:

- 1. GOOD PHYSICAL CONDITION.** The participant has no physical or medical condition which would endanger the participant or others, or that would interfere with the participant's ability to participate in the event/program.
- 2. ALL RISKS ASSUMED.** I am fully aware that serious injuries and possibly even death are sometimes associated with such event/ programs in scouting, sporting and recreational activities. I fully realize the dangers and hazards associated with participating in this event and fully assume the risks associated with such participation, including, by way of example and not limitation, the following: dangers of falling; dangers of hitting (coming into physical contact) or being hit by other participants, spectators and fixed or moving objects; dangers arising from facility defects or surface hazards, equipment failure or lack thereof; inadequate safety equipment; and weather conditions. I accept responsibility to be familiar with the premises, the equipment, the improvements, the weather, and the rules and practices regulating the event/program. Knowing the risks and dangers, I nevertheless agree to assume, for myself and participant, all event/program risks and danger (known and unknown, foreseen and unforeseen, and whether mentioned above or not).
- 3. RELEASE, WAIVER, AND COVENANT NOT TO SUE.** I agree for myself and participant, and for our executors, administrators, heirs, next of kin, successors and assigns (collectively hereafter called "successors") to waive, release, discharge, agree not to sue, to the extent permitted by law, the “AGBU”, “AGBU” CHAPTER directors, employees, volunteers and the Scouting program (all referred to as Released Parties) from any and all liability, loss, suits, claims, damages, costs, judgments, and expenses (including attorney's fees and litigation) which directly or indirectly result from or arise out of, or are alleged to result from or arise out of, participation or association with the event/program, but not limited to, personal injury,(including death at any time) and property damage or other damage sustained by me or the participant or any person or persons whatsoever, from any cause whatsoever, whether caused by negligence or not. This release is intended to discharge Released Parties in advance from and against all liability arising out of or connected with me or my minor's participation in said program, even if that liability may arise out of negligence of carelessness on the part of Released Parties.

4. INDEMNIFICATION, HOLD HARMLESS AND DEFENSE. I promise to indemnify, hold harmless and defend the Released Parties against any and all claims to which Section 3 of this Waiver of Liability applies, including claims for their own negligence. I also promise to indemnify, hold harmless and defend the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the activities. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that they incur because of any such claims made against them.

5. MEDICAL AUTHORIZATION. In the event the "AGBU" CHAPTER and Scouts leadership team is unable to contact me or to secure my consent in the case of a medical emergency involving my minor, I hereby give the "AGBU" CHAPTER and its representatives within the Scouting program permission to secure proper medical care and assistance for my minor, including, but not limited to, hospitalization, treatment, medication or x-ray. I further authorize any treating physician to use his or her discretion in providing emergency treatment. I agree to pay the costs of all such medical care.

6. CODE OF CONDUCT. The "AGBU" CHAPTER has a ZERO TOLERANCE POLICY – the NO FIGHTING RULE is strictly enforced. Our goal is to provide a recreational environment that is fun, healthy and competitive for all who wish to participate. We believe this is the right of every scout enrolled in our program. In addition, we wish to protect these scouts from those who wish to violate their rights via mean spirited acts, unsporting behaviors and/or undue malicious outside interference.

It is the intent of "AGBU" CHAPTER to stop all and any violent, threatening and intimidating conduct. All scouts, parents, Scout leaders and helpers must read and sign this document.

Any Scout receiving disciplinary action by their Scout leader for throwing a punch, participating in a fight or any type of violent conduct, or other type of inappropriate behavior, may further be suspended from the program for the season and could be barred for life in case of a repeat offense.

Any Scout leader, parent or visitor receiving disciplinary action, including, but not limited to being asked to leave for violent conduct or other inappropriate behavior, may be barred from attending any further "Havaks" or events and/or "AGBU" CHAPTER programs. Should there be an incident of a verbal attack, threatening behavior, pushing, fighting or punches thrown involving scouts, Scout leaders, parents or spectators at any "AGBU" CHAPTER activity, then a report of this incident must be made to the AGBU-AYA Scouts Leadership team within 24 hours of the incident. If the AGBU-AYA Scouts Leadership team is unavailable to receive the report, then the Chapter Chairman is to be contacted and informed immediately. The use of alcohol and illegal substances will not be tolerated, if a scout, Scout leader, parent or spectator is found to be using, or under the influence of such substances, that person will be barred from attending the event in question and/or reported to the proper authorities. The Chairman and/or the Grievance Committee (*formed by the Chairman and consisting of three members and approved by the Board*) will review reports of threatening, intimidating and violent conduct, aggressive attitude and inappropriate behavior, disturbing the peace, alcohol, illegal drug or tobacco use, and similar incidents, not limited to those mentioned.



In doing so, said person(s) may receive such disciplinary action as deemed necessary. The Chapter Chairman and/or Grievance Committee shall issue a ruling and final penalty/sanction, which may be lesser or more than those stated above.

Once a ruling on the incident is issued, the Chairman and/or Grievance Committee shall inform the AGBU-AYA Scouts of the actions against the parties involved and/or penalty of Chapter sanctions. In the event that a person who has been suspended or barred from participation is found to have participated during such person's term of suspension or exclusion, then the Chairman may issue further sanctions, including, but not limited to barring/suspension from the Chapter altogether.

The "AGBU" CHAPTER Board & AGBU-AYA Scouts reserve the right to refuse enrollment/re-enrollment Applications upon review.

I HAVE READ THIS ENTIRE DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS, I UNDERSTAND MY AND ANY PARTICIPATING MINOR RESPONSIBILITIES AND RULES IN REGARD TO THE CODE OF CONDUCT.

I UNDERSTAND AND I ASSUME ALL RISKS OF INJURY INVOLVED IN THESE ACTIVITIES AND VOLUNTARILY SIGN MY NAME AND ANY PARTICIPATING MINOR.