

## Release and Waiver of Liabilities

### Acknowledgement and Assumption of Risks

I understand that while traveling to and attending events at the Boone and Crockett Club's Theodore Roosevelt Memorial Ranch (the "Ranch") and participating in Ranch staff-led programs, if any, I may be exposed to a variety of risks and hazards, foreseen or unforeseen, that cannot be eliminated without fundamentally altering the unique character of the Ranch and its programs. These inherent risks include, but are not limited to, the following: risks and hazards associated with the rustic, historic nature of the Ranch and its structures, environmental risks and hazards associated with outdoor recreation in a remote, backcountry setting, including weather and unpredictable forces of nature. I understand that this description of risks is not complete and that other unknown and unanticipated risks may result in property loss, injury, or death. As a condition of my attendance at the Ranch and participation in any Ranch staff-led programs, I agree to assume full responsibility for all the risks that such activities may entail. My visit to the Ranch and my participation in its programs are entirely voluntary, and I elect to participate with full knowledge of the inherent risks.

After a period of closure due to COVID-19, the Ranch has begun a limited reopening. To support the safety and comfort of visitors and staff, the Ranch has put in place new preventive measures to reduce the risk of spreading COVID-19. However, even with these measures, the Ranch cannot guarantee that anyone will not become infected with COVID-19, which is a highly contagious disease that is believed to spread mainly through person-to-person contact. I understand that my risk of exposure to COVID-19 or transmitting COVID-19 to others likely increases anytime I leave home. I herein acknowledge the highly contagious nature of COVID-19 and voluntarily assume any risk of exposure.

### Release and Indemnification

In consideration of my attendance at the Ranch and participation in any Ranch staff-led programs, I voluntarily elect to assume all risks of loss or damage to any property or any injury or illness, including death, and hereby knowingly, freely, and voluntarily release and agree to indemnify and hold harmless the Ranch, its members, directors, officers, staff, employees, volunteers, and agents from any and all liability, claims, demands, or causes of action whatsoever by reason of any damage, loss, expenses, injury, illness or death arising from or relating to: (1) my visit to the Ranch; (2) my participation in the Ranch staff-led programs; (3) *a COVID-19 infection that I or others may suffer, whether such infection occurs before, during, or after my visit to the Ranch*; and (4) any act, omission, or negligence of the Ranch staff, employees, and volunteers related to the provision of, or failure to provide, first aid or any kind of emergency medical care. If any term or provision of this Release and Waiver is determined to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such term or provision shall be modified to the extent necessary to allow enforcement and to give effect to the intent of the parties. I authorize the Ranch and its staff, employees, and volunteers to administer first aid or emergency medical treatment or to secure such medical services, as they may consider necessary or appropriate.

One of the best ways to explain our mission is through photographs and testimonials of visitors and program participants. We occasionally use these items in our promotional materials (e.g. brochures, newsletters, annual report, website, social media, etc.).

By signing below, you (or your parent if you are a minor) agree that any photographs or video of you taken by the Ranch are the property of the Ranch and may be used by the Ranch at its discretion for any publicity, marketing, or advertising purposes, and you hereby consent to and authorize such use without restriction.

This Release and Waiver of Liabilities shall be binding on my spouse, family, heirs, executors, administrators, successors, and assigns.

I HAVE READ AND UNDERSTAND THIS RELEASE AND WAIVER OF LEGAL RIGHTS.

Participant Name: \_\_\_\_\_

Participant Signature (if age 18 or older): \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

## MOHAB's 2021 COVID-19 Supplemental Risk Advisory

The Montana Outdoor High Adventure Base has developed a detailed COVID-19 operating and mitigation plan to ensure the highest level of COVID-19 safe practices and procedures. As a whole, the BSA has safely served over 18,000 participants at Sea Base, Northern Tier and the Summit, and Philmont has hosted over 4,000 participants, staff and visitors since the beginning of the pandemic. We recognize the vital importance of outdoor experiences to support our mental and physical well-being. Crew preparation during shakedowns is now even more critical, to build confidence and support a level of physical fitness needed to thrive in our beautiful wilderness.

The high elevations participants experience at MOHAB, (4,500 ft base camp to 10,000 ft mountain passes), provide a unique and challenging experience in a COVID-19 world. Several symptoms caused by exertion at high elevation are also very similar with symptoms of COVID-19, including headaches, shortness of breath, coughing, fatigue and muscle and body aches.

MOHAB is constantly reviewing and updating risk advisories and COVID-19 mitigation and operating plans based on CDC guidelines and the State of Montana Public Health Orders.

*MOHAB notes that new information about the after-effects from COVID-19 infection is emerging almost daily. With that in mind, MOHAB has the following advisories.*

1. *MOHAB requires that anyone who has been hospitalized for COVID-19 since the onset of the pandemic, or who exhibits persistent symptoms following a COVID-19 infection, should consult with their primary care provider and MUST be cleared for high levels of exertion at high elevations or not attend MOHAB in 2021. Symptoms include:*
  1. *Chest pain especially with exertion or worse when laying down.*
  2. *Shortness of breath.*
  3. *Palpitations (heart beating funny)*
  4. *Dizziness/fainting*
  5. *Ongoing fatigue*
2. *MOHAB recommends that participants who had a POSITIVE COVID-19 Test or COVID-19 illness, regardless of severity, within six (6) months of scheduled arrival at MOHAB should be cleared for high levels of exertion at high elevations by their primary care provider. Strenuous activities include:*
  1. *Hiking and camping at elevations up to 10,000 feet.*
  2. *Completing strenuous hikes up to 10+ miles a day*
  3. *Carrying a backpack weighing 35% of body weight*
  4. *Traveling in remote locations where medical care may be several hours to several days away.*
3. *MOHAB recommends that individuals considered high risk by current CDC guidelines for serious complications from COVID-19 infection be vaccinated for COVID-19 at least 6 weeks before their arrival date. Any "high-risk" participants or staff should consult their primary care provider about living and participating in activities in a high elevation environment and be cleared for participation in MOHAB programs.*