

## **RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT**

Participant Name	BirthdateAge	
Parent/Guardian	Cell Phone	
Home address	Home Phone	
Plast Event Name	Date(s) of Event	

## THIS AGREEMENT AFFECTS YOUR LEGAL RIGHS - READ IT CAREFULLY BEFORE SIGNING IT

"**Participant**" refers to the named Participant and the parents and/or guardians of the foregoing. "**Plast**" refers to Plast, Ukrainian Scouting Organization (USA), its branches, affiliates, employees, agents and volunteers (to the extent not a Participant). "**Plast Event**" refers to the event written above.

Acknowledgement of Risk. Participant acknowledges and fully understands the inherent risks of serious injury or death associated with Plast Events. Plast Events may include hiking, backpacking, biking, swimming, canoeing, rappelling, rock climbing, cooking on an open fire, construction and/or erection of tents, shelters and other camp structures, and other activities associated with the outdoor experiences. These inherent risks include encountering natural dangers such as falling rocks or objects, irregular or uneven ground, unseen and unmarked objects, drowning or serious injury in and around water, water impurities, severe weather, sunburn, contact with plants, animals or insects and the like. Inherent risks also include acts or omissions of other participants, Participant's own acts and omissions, availability of first aid and emergency treatment and consumption of food or drink by Participant.

Plast Events may include activities conducted away from the event location ("Off-site Activities"). These may include overnight or day hikes, canoeing excursions, trips to museums, amusement parks and other similar activities. Plast may arrange for bus, van or private car transportation to facilitate such activities and Participant acknowledges that such Off-site Activities, including transportation to and from such activities by whatever means are deemed reasonable and appropriate by Plast are deemed a part of the Plast Event.

<u>Waiver of Rights and Release of Liability.</u> Participant, hereby releases, waives and discharges Plast from any and all actions or claims from Participant, heirs or personal representatives for any loss damage, injury, or liability arising out of or in connection with participation in the Plast Event, including use of Plast facilities and equipment.

**Indemnification and Hold Harmless.** Participant agrees to indemnify and hold harmless Plast and its insurance carriers from and against all losses, damages, monetary awards and expenses, including all costs and attorney's fees incurred by Plast in connection with any and all claims asserted against Plast by any third party in connection with Participants participation in the Plast Event.

**Photographs and Audio/Digital Recordings.** Participant grants Plast permission to take and use for any lawful purpose and without additional compensation photographs and audio/digital recordings of him or her while participating in any activities during the Plast Event. Participant name or any other personal information will not be disclosed with the photograph without Participant's permission.

<u>Medical treatment</u>. Participant authorizes any medical treatment deemed necessary in the event of injury while participating in the Plast Event. Participant either has appropriate insurance or, in its absence, agrees to pay all costs of rescue and/or medical services that may be incurred on Participant's behalf.

**Miscellaneous.** If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remaining portions will remain in full force and effect. When the term "including" is used in this Agreement, it is not meant to be limiting – the list that follows is always non-exhaustive. The terms of this Agreement constitute the entire agreement and understanding between the parties. This Agreement is made pursuant to and shall be construed under the laws of the State where the Plast Event is taking place.

I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING IT. I HAVE RECEIVED, REVIEWED, AND UNDERSTAND THE "CODE OF CONDUCT". I CERTIFY THAT I SIGN IT VOLUNTARILY WITH THE AUTHORITY TO DO SO. IF YOU ARE UNDER 18 YEARS OF AGE, BOTH PARENTS/LEGAL GUARDIANS MUST SIGN.

Parent/Legal Guardian or Participant if over 18

Date

Second Parent/Legal Guardian

## **CODE OF CONDUCT**

Every member of PLAST is entitled to a safe, caring and respectful environment. All Scouts must review the Code of Conduct. Scouts under 18 shall review the Code of Conduct with their Parents/Guardians.

## I will:

1. Follow the directives of Plast staff.

2. Speak Ukrainian to the best of my ability. I understand that non-Ukrainian printed matter is permitted when required to fulfill Plast programming (i.e., scouting handbooks, reference materials).

3. Abide by:

• federal and state laws and not bring or use cigarettes or other tobacco products, alcohol, and illicit drugs to and at camp and/or any Plast activity;

• the Plast Oath and Scout Law.

4. Abide by Plast safety policies and procedures, which include:

- remaining inside the designated camp/program boundary;
- not leaving the camp/program area without the permission of Plast staff;
- not burning fires within or beyond camp/program boundaries without the permission of camp staff;
- not having an open flame (candles, matches, lighters or gas lamps) in tents or barracks;
- not having any foodstuffs in tents/barracks so as not to attract wild animals;
- reporting any illness or injury to Plast staff.

5. Respect others. I will treat other scouts and staff (administrative, medical and cooking) with courtesy and respect. I understand that bullying, of any sort, is not tolerated at camp or during any Plast activities. This includes: Direct Bullying:

• **Physical** (hitting, shoving, kicking, etc.);

• **Verbal** (taunting, degrading comments, put-downs, slurs, name-calling).

Indirect Bullying:

- **Social** (spreading rumors, public embarrassment, intentionally leaving someone out of activities/conversations);
- **Cyber** (using any form of electronic technology such as cell phones, computers, texts, videos, photos, social media sites to taunt, embarrass, threaten).

6. Respect other's property and not steal or borrow other people's possessions without their consent. Any found items will be turned in to Plast staff.

7. Respect the natural environment, camp/program property and equipment. I will only use Plast equipment with the permission of Plast staff.

8. Actively participate in all Plast activities (unless exempt for medical reasons).

9. Refrain from bringing electronic devices such as cell phones, laptop computers, tablets, and/or electronic games to camp/program. If found, these devices will be confiscated by Plast staff and returned at the end of camp/program.

10. Depending on circumstances, the **Code of Conduct** can be modified.

Any scout that breaks any of the rules MAY be sent home based on the seriousness of the offense. There will be NO refund or credit on paid fees and transportation home will be at the parents' expense.