

ASI/SVIA WAIVER AND GENERAL RELEASE OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact, by contact with contaminated surfaces and objects, and in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and death. Even with social distancing, mask-wearing and development of vaccines, new and emerging variants of COVID-19 may increase risk of transmission and/or mortality.

The ATV Safety Institute (“ASI”), the Specialty Vehicle Institute of America (“SVIA”), the training sponsor, the owner of the training ATV and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the “Released Parties”) cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 while participating in this ATV Safety Course, other ASI/SVIA-related training activities, or utilizing the Released Parties’ services or premises (collectively, “Training Activities”). It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in Training Activities, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself, and for my family members or others who I may expose, in order to participate in Training Activities. These services are of such value to me that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to participate in Training Activities.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against the Released Parties in connection with exposure, infection, and/or spread of COVID-19 related to my participation in Training Activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

OTHER TERMS: I fully understand and agree that (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State in which Training Activities are conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____ Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and General Release.

Signature: _____ Date: _____

Name (printed): _____



Boy Scout

ASI ATV Safety Course - - GENERAL RELEASE WAIVER & INDEMNIFICATION AGREEMENT

IMPORTANT INFORMATION - YOU MUST READ THIS WAIVER & INDEMNIFICATION AND SIGN THE INCLUDED REPORT PRIOR TO CLASS

In consideration for the ATV Safety Institute ("ASI"), the Specialty Vehicle Institute of America ("SVIA"), the training sponsor, the owner of the training ATV and premises upon which training occurs, including each of their affiliates, subsidiaries, members, employees, officers, coaches, instructors, aides, and/or agents (the "Released Parties"), furnishing services, equipment, and/or curriculum and permitting the undersigned to participate in this ATV Safety Course (the "Course"), the undersigned Participant agrees to all of the following:

Participation in the Course requires physical stamina, motor coordination, and mental alertness. I hereby attest that I have no known physical or mental limitations and have not used any form of alcohol, or prescription or non-prescription drugs that could impair my performance in the Course. Participants under 18 years of age must have this form signed by a parent or guardian **IN PERSON** at the training location, or this form must be **NOTARIZED**.

I fully understand and acknowledge that (a) this Agreement is intended to be as broad and inclusive as permitted by the laws of the State in which the Course is conducted; (b) if any portion of this Agreement is for any reason held invalid or legally unenforceable, then the balance shall, notwithstanding, continue in full force and legal effect; and (c) I have had the opportunity to ask any questions about this Agreement and I fully understand its terms and meaning.

READ CAREFULLY: THIS IS A GENERAL RELEASE, WAIVER, ASSUMPTION OF RISK AND COVENANT NOT TO SUE

I fully understand and agree that: (a) there are **DANGERS AND RISKS OF INJURY, DAMAGE, OR DEATH** that exist in my participation in the Course and use of ATVs and ATV equipment ("ATV Activities"); (b) my participation in the Course and ATV Activities may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND DEATH**; (c) these risks and dangers may be caused by negligence of Released Parties, other Course participants, or others, and may arise from foreseeable or unforeseeable causes; and (d) by participating in the Course and ATV Activities, **I, on behalf of myself, my personal representatives and my heirs, hereby knowingly and voluntarily assume all risks and all responsibility, and agree to release the Released Parties for any injuries, losses and/or damages**, including those caused solely or in part by negligence of the Released Parties or any other person. If I have brought an ATV or helmet to use in the Course, this Agreement applies to any damage that occurs to or from my ATV or helmet during the Course.

I fully understand and agree that, on behalf of myself, my personal representatives and my heirs, I hereby covenant not to sue, and am relinquishing any and all rights I now have or may have in the future to sue the Released Parties for any and all injury, damage, or death, whether known or unknown, that I may suffer arising from the Course, or from ATV riding or its equipment, including claims based on the Released Parties' negligence.

I HAVE READ THIS AGREEMENT AND BY SIGNING THE ATTACHED SIGNATURE PAGE I AGREE TO THE ABOVE TERMS, AND TO ASSUME ALL RISKS AND RELEASE THE ABOVE-NAMED RELEASED PARTIES FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

READ CAREFULLY: THIS IS AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

I, on behalf of myself, my personal representatives and my heirs, agree to hold harmless, defend, and indemnify the Released Parties from any and all claims, suits, or causes of action by any third parties, including Released Parties or other Course participants, for bodily injury, property damage, or other damages that may arise out of my use of ATVs and ATV equipment or my participation in the Course, including claims arising from the negligence of Released Parties, other Course participants, or any other party.

I HAVE READ THIS AGREEMENT AND, BY SIGNING THE ATTACHED SIGNATURE PAGE, I AGREE TO THE ABOVE TERMS, AND TO ACCEPT LEGAL RESPONSIBILITY AND PAY FOR ANY LOSS FOR CLAIMS OR LAWSUITS AGAINST THE ABOVE-NAMED RELEASED PARTIES ARISING FROM MY PARTICIPATION IN THE COURSE.

Boy Scouts ASI ATV Course Report Form

TRADITIONAL RIDERCOURSE
 S-COURSE
 ADJUSTED RANGE USED

CLASS # _____ CLASS DATE _____ SITE # _____ STATE _____ # STUDENTS COMPLETED _____

IMPORTANT INFORMATION – YOU MUST READ AND SIGN THIS WAIVER & INDEMNIFICATION PRIOR TO CLASS

I have read and agree with the ATV SAFETY COURSE –GENERAL RELEASE, WAIVER & INDEMNIFICATION AGREEMENT. I certify the information entered below is true.	Student Signature: _____	INSTRUCTOR USE ONLY	<input type="checkbox"/> Completed
Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____ <small style="margin-left: 100px;">(Please print)</small> <small>(Required)</small>		<input type="checkbox"/> Training Incomplete	
Address: _____ City: _____ State: _____ ZIP: _____			
Parent Phone: () _____ Parent Email: _____ Sex: M <input type="checkbox"/> F <input type="checkbox"/>			
Council #: _____ Council Name: _____		e-Course Certificate #	

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Address: _____ City: _____ State: _____ ZIP: _____			
Parent Phone: () _____ Parent Email: _____ Sex: M <input type="checkbox"/> F <input type="checkbox"/>			
Council #: _____ Council Name: _____		e-Course Certificate #	

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Address: _____ City: _____ State: _____ ZIP: _____			
Parent Phone: () _____ Parent Email: _____ Sex: M <input type="checkbox"/> F <input type="checkbox"/>			
Council #: _____ Council Name: _____		e-Course Certificate #	

Email, FAX or Mail this form to ASI by the first Monday following the class date.
 I certify that, to the best of my knowledge, the students listed on this report as "Completed", have completed the ATV RiderCourse according to the current standards established by the ATV Safety Institute while riding the correct size vehicle for their age.

INSTRUCTOR SIGNATURE: _____ Instructor ID#: _____ Date: _____

Hrs Worked: _____ Incident (circle one): YES NO (If YES, please include Incident Form)
 Fax to (800) 528-9385 or email to RCR@SVIA.ORG If including student payment, mail to ASI, 2 Jenner, Suite 150, Irvine CA 92618.

Boy Scouts ASI ATV Course Report Form

TRADITIONAL RIDERCOURSE S-COURSE ADJUSTED RANGE USED

INSTRUCTOR ID# _____

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	Last Name: _____ First: _____ MI: _____ Date of Birth: ____/____/____ <small>(Please print)</small> <small>(Required)</small>	
	Address: _____ City: _____ State: _____ ZIP: _____	
	Parent Phone: () _____ Parent Email: _____ Sex: M <input type="checkbox"/> F <input type="checkbox"/>	
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	Parent Phone: () _____ Parent Email: _____ Sex: M <input type="checkbox"/> F <input type="checkbox"/>	
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