

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in _____ at Camp _____(hereinafter the "Camp Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract hereby acknowledge and agree to the following:

- 1. I understand the hazards of the novel coronavirus (COVID-19") and am familiar with the state, local, and Centers for Disease Control and Prevention ("CDC") laws, regulations, guidelines, proclamations, and orders regarding COVID-19 (collectively the "Guidelines"). I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the Guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Camp Activities and to comply with the Guidelines.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my participating in the Camp Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity contract) Five Rivers Council, Inc., its officers, directors, agents, employees, volunteers, and its assigns (collectively the 'RELEASEE') from any liability related to COVID-19 which might occur as a result of my participating in the Camp Activities.
4. I shall indemnify, defend and hold harmless the RELEASEE from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly any liability from the infection of COVID-19 or any other illness or injury arising therefrom.
5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement (this Agreement") shall be binding on me and my personal representatives and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above names RELEASEE. This Agreement and the provisions contained herein shall be construed and enforced according to the laws of the state of the Camp Activities. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO PARTICIPATE IN THE CAMP ACTIVITIES.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Agreement on this _____

Day of _____, 2020.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____