

COVID-19 LIABILITY WAIVER AND ASSUMPTION OF RISK

In consideration of being allowed to participate in recreational activities or other programs or being on the premises of Lake Wapogasset Lutheran Bible Camp, Inc. ("Lake Wapo" or the "Facility"), the below signed participant, and the participant's parent(s) or legal guardian(s) if the participant is a minor, agrees as follows:

1. I am aware of the contagious nature of the novel coronavirus ("COVID-19") and the risk that I or my child(ren) may be exposed to or contract COVID-19 by being at the Facility. I understand and acknowledge that such exposure or infection may result in illness, personal injury, psychological injury, pain, suffering, temporary or permanent disability, death, property damage, and/or financial loss.
2. I am familiar with the Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19, which are located at <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day, and that the CDC's guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates and making informed choices to take precautionary measures to protect myself and others, including following the CDC's guidelines.
3. In addition to the CDC guidelines, I agree to abide by any and all policies, procedures, protocols, or postings published to the general public by the Facility. I understand that while Lake Wapo has implemented preventative measures designed to reduce the spread of COVID-19, Lake Wapo cannot guarantee that I or my child(ren) will not become infected with COVID-19 while at the Facility and that being at the Facility may increase my or my child(ren)'s risk of contracting COVID-19.
4. By signing this COVID-19 Liability Waiver and Assumption of Risk, I acknowledge that I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by COVID-19 at the Facility, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Facility may result from the actions, omissions, or negligence of Lake Wapo, its employees, agents, directors, officers, board members and other similar representatives (collectively, the "Released Parties"), myself or my child(ren), or others.
5. I agree that, in the event that I suspect I or my child(ren) became exposed to or infected by COVID-19 at the Facility, and I elect to seek testing and/or treatment as a result, I will be responsible for payment of any and all medical services and testing services.
6. I VOLUNTARILY CHOOSE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS SUFFERED BY ME OR MY CHILD(REN) CAUSED BY AN ACT OR OMISSION, EVEN IF ARISING FROM NEGLIGENCE, RESULTING IN OR RELATING TO EXPOSURE, DIRECTLY OR INDIRECTLY, TO COVID-19 ARISING FROM OR IN CONNECTION WITH MINE OR MY CHILD(REN)'S PRESENCE AT THE FACILITY. I UNDERSTAND AND AGREE THAT THIS ASSUMPTION OF RISK DOES NOT APPLY TO ACTS OR OMISSIONS BY THE RELEASED PARTIES INVOLVING RECKLESS OR WANTON CONDUCT,

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INTENTIONAL MISCONDUCT, OR DEMONSTRATED INDIFFERENCE TO THE CONSEQUENCES OF ITS ACTIONS.

7. I HEREBY WAIVE, RELEASE, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DEMANDS, JUDGMENTS, COSTS, INTEREST, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY’S FEES AND DISBURSEMENTS) FOR ANY ILLNESS, PERSONAL INJURY, PSYCHOLOGICAL INJURY, PAIN, SUFFERING, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS SUFFERED BY ME OR MY CHILD(REN) RELATED TO COVID-19 ARISING FROM OR IN CONNECTION WITH MINE OR MY CHILD(REN)’S PRESENCE AT THE FACILITY, WHETHER ARISING OUT OF THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE. I UNDERSTAND AND AGREE THAT THIS WAIVER SHALL EXTEND TO DIRECT OR INDIRECT EXPOSURE TO COVID-19 THAT ARISES AS A RESULT OF, OR IS CAUSED BY, THE NEGLIGENT ACTS OF THE RELEASED PARTIES. I FURTHER UNDERSTAND AND AGREE THAT THIS WAIVER DOES NOT APPLY TO ACTS OR OMISSIONS BY THE RELEASED PARTIES INVOLVING RECKLESS OR WANTON CONDUCT, INTENTIONAL MISCONDUCT, OR DEMONSTRATED INDIFFERENCE TO THE CONSEQUENCES OF ITS ACTIONS.

8. This COVID-19 Liability Waiver and Assumption of Risk constitutes the sole and entire agreement between the Released Parties and me and my child(ren) with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

9. If any term or provision of this COVID-19 Liability Waiver and Assumption of Risk is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this COVID-19 Liability Waiver and Assumption of Risk or invalidate or render unenforceable such term or provision in any other jurisdiction. This COVID-19 Liability Waiver and Assumption of Risk is binding on and shall inure to the benefit of the Released Parties and me and my child(ren) and our respective successors and assigns.

10. All matters arising out of or relating to this COVID-19 Liability Waiver and Assumption of Risk shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of law provision or rule (whether of the State of Wisconsin or any other jurisdiction). Any claim or cause of action arising under this COVID-19 Liability Waiver and Assumption of Risk may be brought only in the federal and state courts located in the State of Wisconsin and I and my child(ren) hereby consent to the exclusive jurisdiction of such courts.

I HAVE READ AND UNDERSTAND THIS COVID-19 LIABILITY WAIVER AND ASSUMPTION OF RISK AND I AM AWARE THAT BY SIGNING BELOW I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Participant Signature: _____ Date: _____

Parent/Guardian Signature: _____ Date: _____

Participant Name: _____