



## Activity Waiver - Release of Liability, Assumption of Risk, and Indemnification Agreement

This document affects your legal rights: Read carefully before signing.

The undersigned is the participant or the legal guardian of a minor child who desires to engage in certain activities at Lake Retreat Camp and Conference Center ("LRCC"). On behalf of myself ("Participant" or "Guardian"), and my minor child ("Camper"), I hereby waive the rights described below and release LRCC from liability related to the activities described herein.

1. **ACTIVITY AND ASSOCIATED RISKS:** I have chosen to participate or allow my Camper to participate in activities at Lake Retreat Camp including but not limited to paintball and archery tag, waterfront, boats, etc., which are provided by Lake Retreat Camp and Conference Center ("LRCC"). I understand, acknowledge and agree that:

a. These Activities are inherently dangerous and hazardous, and that I or my Camper may be exposed to dangers, hazards, and physical and mental trauma.

b. As a consequence of these risks, I or my Camper may be seriously hurt, disabled, or may die from the resulting injuries, and my property may also be damaged.

c. Hospital facilities, qualified medical care, and medical evacuation may be limited by local conditions; and

d. LRCC assumes no responsibility for providing medical care during the Activities, and I shall be solely responsible to pay for any medical care and/or evacuation that myself or my Camper incurs.

2. **ASSUMPTION OF THE RISKS:** I agree that my participation or my Camper's participation in the Activities are entirely voluntary and I, or I on my Camper's behalf, freely assume the above-mentioned risks and any harm, injury or loss that may occur as a result of my or my Camper's participation in the Activities.

3. **RELEASE OF LIABILITY:** I, or I on behalf of Camper, hereby waives any claims against and releases LRCC, its agents, employees, contractors and suppliers from, any liabilities, claims, causes of action, or expenses (including attorney fees) that arise from or are related in any way to injuries or damages, of any kind or any nature, resulting from the Activities.

4. **INDEMNIFICATION.** I agree that I shall indemnify and hold harmless LRCC from and against any and all claims, causes of action, expenses (including attorney fees and costs), liabilities and/or obligations that arise out of or are related in any way to my or my Camper's participation in the Activities.

5. **AUTHORITY.** Guardian represents and warrants that Guardian has the legal authority to execute this document and to act on behalf of Camper.

### Check Additional Applicable Activities:

Archery Tag  (Initial)       Paintball  (Initial)

### COVID-19 SAFETY INFORMATION:

While participating in events held at LRCC, "social distancing" must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, LRCC has put in place preventative measures to reduce the spread of COVID-19. However, LRCC cannot guarantee that its participants, volunteers, partners, or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in LRCC events or activities. By attending an LRCC event, you certify that you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among [others](#);

2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or

3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

4. Individuals who are deemed "high risk".

### DUTY TO SELF-MONITOR:

Participants at LRCC agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact LRCC at [covid@lakeretreat.org](mailto:covid@lakeretreat.org) if he/she experiences symptoms of COVID-19 within 14 days after participating at LRCC.



**LIABILITY WAIVER AND RELEASE OF CLAIMS:**

I acknowledge that I derive personal satisfaction and a benefit by virtue of my participation at LRCC, and I willingly engage in LRCC events.

**RELEASE AND WAIVER.** I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE LAKE RETREAT AND CONFERENCE CENTER AND ITS AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE "RELEASED PARTIES"), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH I, MY HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON MY BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM MY OR MY CAMPERS PARTICIPATION AT LRCC.

**ASSUMPTION OF THE RISK.** I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the LRCC, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**Photography/Video Release**

I, or Guardian on behalf of Camper, hereby grant to LRCC, its representatives, and employees the right to take photographs/videos of myself or my Camper in connection with my or my Camper's participation at LRCC. I hereby authorizes LRCC to copyright, use, and publish the same in print and/or electronically. I hereby agree that LRCC may use such photographs of myself or my Camper for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content.

Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**For Minor's Participation:**

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Participant's Name \_\_\_\_\_

Parent/Guardian Printed Name \_\_\_\_\_ Participant's Date of Birth \_\_\_\_\_

Relationship to Participant \_\_\_\_\_ Camp/Group/Church Name \_\_\_\_\_