



Sugar Creek Bible Camp COVID-19 Waiver of Liability; Indemnity Agreement

CAMPER'S NAME: _____

IN CONSIDERATION of being permitted to utilize the facilities, services, and/or programs of the Sugar Creek Valley Bible Camp Association, Inc. (hereafter referred to as "Camp" and also as "Sugar Creek") and/or for the child(ren) listed above, for whom I/we claim legal guardianship and responsibility during our time at Camp, to so participate for any purpose, including but not limited to use of the Camp facilities or equipment, the undersigned, on behalf of himself and/or herself and such participating children and any personal representatives, heirs, and next of kin (hereafter referred to as "the undersigned") hereby acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in Wisconsin.

In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) and the Wisconsin Department of Health for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating minors shall visit or utilize the facilities, services, or programs of the Camp within 14 days of (i) experiencing symptoms of COVID-19, including without limitation, fever, cough or shortness of breath, (ii) having a suspected or diagnosed/confirmed case of COVID-19, (iii) having defied clear CDC recommendations by engaging in high-risk activities such as going to a public place or attending a large gathering without the use of a face mask and personal protective equipment (PPE), or (iv) having been in close proximity to a person with a diagnosed/ confirmed case of COVID-19.

Sugar Creek has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that, due to the nature of the facilities and services offered by Sugar Creek, and despite efforts to prevent this situation, social distancing of 6 feet between each person may not be always possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of Sugar Creek and acknowledges that use thereof by the undersigned and/or such participating minors may, despite the Camp's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. The participants have voluntarily agreed to participate in the programming knowing there are these risks.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO USE SUGAR CREEK FACILITIES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES, HOLDS HARMLESS, its directors, officers, employees, volunteers and agents from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any injury to, or any illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Camp or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein, excluding any reckless or intentional acts of the Camp.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Wisconsin and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL PRIVILEGES, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM SUGAR CREEK IN CASE OF ILLNESS, INJURY, DEATH, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY SUGAR CREEK FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

IN CONSIDERATION OF ACCEPTANCE TO SUGAR CREEK BIBLE CAMP, I INDEMNIFY AND HOLD HARMLESS SUGAR CREEK BIBLE CAMP, ITS OWNERS, AGENTS, ASSOCIATES, AND STAFF FROM ANY AND ALL LIABILITY, CLAIMS, DAMAGE, INJURY, OR ILLNESS SUSTAINED BY MY CAMPER OR MYSELF.

IF SIGNING ON BEHALF OF MINOR(S): I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO SUGAR CREEK THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signing for (check all that apply): _____ Self/Selves _____ Minor Child(ren)

Parent or Guardian 1 Signature

Date

Parent or Guardian 2 Signature

Date