

The Lutheran Camping Corporation of Central Pennsylvania – Kirchenwald, Nawakwa, and the Wittel Farm COVID-19 Liability & Indemnity Agreement & Waiver

ADULT/CHILD PARTICIPANT NAME: _____ (Please Print)

IN CONSIDERATION of being permitted to utilize the facilities, services, and /or programs of the Lutheran Camping Corporation (“LCC”) and/or for my children listed above to so participate for any purpose, including, but not limited to, use of LCC facilities or equipment, the undersigned, on behalf of himself or herself and such participating minor and any personal representatives, heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including cases in the Commonwealth of Pennsylvania. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (“CDC”), and the Pennsylvania Department of Health for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children are experiencing symptoms of COVID-19 (such as cough, shortness of breath, or fever), do not have a confirmed or suspected case of the virus, and have not come in contact in the last 14 days with a person who has been confirmed to have or suspected of having COVID-19. I will comply with all federal, state, and local laws, orders, directives, and guidelines related to COVID-19 while at LCC’s facilities or participating in LCC’s programs, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings and safety equipment. I will also follow all instructions, recommendations, and cautions at all times while at LCC’s facilities or participating in LCC’s programs. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate, or if I begin experiencing symptoms of COVID-19, I will immediately discontinue further participation and inform the LCC. I furthermore represent and warrant that I shall not visit or utilize the facilities, services, and programs of LCC within 14 days of (i) experiencing symptoms of COVID-19, including and without limitation, fever, cough, or shortness of breath, (ii) having a suspected or diagnosed/confirmed case of COVID-19, or (iii) having been in close proximity to a person with a diagnosed/confirmed case of COVID-19.

The LCC 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 the LCC, social distancing of 6 feet per person may not be possible at all times. The undersigned fully understands and appreciates both the known and potential dangers of utilizing facilities, services, and programs of the LCC and acknowledges that use thereof by the undersigned and/or such participating children may, despite the LCC’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 participant has voluntarily agreed to participate knowing there are these risks.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO USE LUTHERAN CAMPING CORPORATION 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, AND COVENANTS NOT TO SUE THE LUTHERAN CAMPING CORPORATION, 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 an 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 LCC 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 LCC.

THE UNDERSIGNED further expressly agrees that the 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 Commonwealth of Pennsylvania 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 hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention while at LCC facilities or participating in LCC programs. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless, the LCC from any claim based on such treatment or other medical services. I shall defend, indemnify, and hold harmless, the LCC against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the LCC arising out or resulting from any claim of a third party related to my participation in LCC’s programs, including any claim related to my own negligence or the ordinary negligence of the LCC.

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 RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE LUTHERAN CAMPING CORPORATION OF CENTRAL PENNSYLVANIA IN CASE OF ILLNESS, INJURY, DEATH, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY LCC 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. IF SIGNING ON BEHALF OF MINOR: 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 THE LCC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signing for: _____ Self _____ Minor Child _____ Dates of LCC Participation: _____/_____/_____ to _____/_____/_____

Guardian or Adult Participant Signature: _____ Date: _____/_____/_____