

# **Guest Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

**NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your participation in any activity related in any way to Portage Lake Covenant Bible Camp (PLCBC) now or at any time in the future.**

## **ACKNOWLEDGMENT OF RISK**

I hereby acknowledge and agree that participation in any activity related in any way to PLCBC comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with participation in any activity related in any way to PLCBC, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with participation in any activity related in any way to PLCBC and that said list in no way limits the operation of this Agreement.

## **CORONAVIRUS / COVID-19 WARNING & DISCLAIMER**

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in PLCBC programs and activities or accessing PLCBC facilities could increase the risk of contracting COVID-19. PLCBC in no way warrants that COVID-19 infection will not occur through participation in PLCBC programs or activities or accessing PLCBC facilities.**

## **WAIVER, RELEASE, INDEMNIFICATION & COVENANT NOT TO SUE**

In consideration of my participation in any activity related in any way to Portage Lake Covenant Bible Camp, I, \_\_\_\_\_ the undersigned participant or guardian (if under 18), agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE Portage Lake Covenant Bible Camp its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against PLCBC on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of PLCBC facilities/equipment or participation in PLCBC programs or activities whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

**INDEMNIFY AND HOLD HARMLESS**

In consideration of my participation in any activity related in any way to PLCBC, I, the undersigned participant or guardian (if under 18), agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my participation in PLCBC programs or activities.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in participating in PLCBC programs or activities and that the participant is voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death sustained while participating in PLCBC programs or activities or accessing PLCBC property and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that the participant is in good health and that has no conditions or impairments which would preclude safe participation in PLCBC programs or activities.

IF OVER 18: I further certify that my date of birth is ( \_\_\_\_\_ ), and that I am therefore of lawful age and otherwise legally competent to sign this agreement.

IF UNDER 18: I further certify that my date of birth is ( \_\_\_\_\_ ), and that I am therefore of lawful age and otherwise legally competent to sign this agreement as legal guardian of the participant.

I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_.

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Participant Signature (IF OVER 18)	Participant Name (Print Clearly)
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Guardian Signature (IF UNDER 18)	Guardian Name (Print Clearly)
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