

COVID-19 Liability Release Waiver



The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which The Episcopal Diocese of Montana, "Camp Marshall" adheres to comply.

The undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin ("the undersigned") acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in Montana. In accordance with the most recent guidance and protocols offered as guidance from the American Camping Association. (ACA), the Centers for Disease Control and Prevention (CDC), the state of Montana and the Lake Co Health Department for slowing the transmission of COVID-19, In consideration of being permitted to utilize the facilities, services, and or programs of Camp Marshall and or for my children agree to the following in order to participate for any purpose the use of Camp Marshall facilities and or equipment.

Check or initial the following two statements if you agree: *If* you are unable to check these, we will either need to cancel or consider new dates for using the camp.

I am aware there is a risk to myself and my family by visiting or residing at Camp Marshall. Attending/visiting camp may cause injury or illness such as, but not limited to Influenza, MRSA (Methicillin Resistant Staph Aureus), or COVID-19 that may lead to paralysis or death.

I have not (a) experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease (b) have a suspected or diagnosed/confirmed case of COVID-19 (If the answer is yes – simply let our office know so we can re-book your time to a different date).

To participate I agree to the following:

I am fully and personally responsible for my own safety and actions during and during my stay at Camp Marshall and I recognize that I may be in any case at risk of contracting COVID-19. I agree to practice social distancing and to wear a mask whenever in proximity of another family or staff member who is on the property.

acknowledges and agrees that, due to the nature of the facilities and services offered by Camp Marshall, social distancing of 6 feet per person may not always be possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services,

With full knowledge of the risks involved, I hereby release, waive, discharge The Episcopal Diocese of Montana, Camp Marshall its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from all liabilities, claims, demands, actions, and causes of action whatsoever, directly, or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained related to COVID-19

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By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from inducement or representation.

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 Montana 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 RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE EPISCOPAL DIOCESE OF MONTANA, CAMP MARSHALL IN CASE OF ILLNESS, INJURY, DEATH, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19, AND ANY AND ALL RISKS AT THE CAMP MARSHALL 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 INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MIINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO CAMP MARSHALL THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signing for self:		Minor/Child(ren)		
Name of participant: (Please print)				Date
Signature: Parent/Legal Guardian if the above is not yet 18				Date
Address				
City State Zip				
Phone				