

Flathead Lutheran Bible Camp
COVID-19 WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

ADULT PARTICIPANT NAME _____ (Please Print)

CHILD/YOUTH PARTICIPANT NAME _____
(Please Print)

IN CONSIDERATION of being permitted to utilize the facilities, services, and/or programs of the Flathead Lutheran Bible Camp (FLBC) and/or for my children listed above to so participate for any purpose, including, but not limited to, use of the FLBC facilities or equipment,

The undersigned, on behalf of himself or herself and such participating children 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 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 Flathead Co Health Department for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of FLBC 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, or (iii) having been in close proximity to a person with a diagnosed/confirmed case of COVID-19, and declare under penalty of perjury that the undersigned and participating children are not currently experiencing any of the items set forth in (i, ii, iii)

The undersigned acknowledges and agrees that, due to the nature of the facilities and services offered by FLBC 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 the facilities, services, and programs of FLBC and acknowledges that the use thereof by the undersigned and/or such participating children may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO USE FLBC 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 FLBC

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 FLBC or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein.

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 FLBC 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 AN FLBC 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 MIINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO FLBC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signing for: ___ Self ___ Minor Child(ren)

Signature

Date

Printed Name

Address

City/State/ZIP

Phone

E-mail