

# WAIVER AND RELEASE OF LIABILITY INCLUDING FOR COVID-19



**BACKGROUND:** This is a legal document. PLEASE READ IT CAREFULLY. Signing this document is a requirement for each person (a “**Participant**”, which includes me and/or a person for whom I am signing as a legal guardian) to participate in any activities at the Lake Doniphan campground (the “**Campground**”) or provided, arranged, organized, or in any way associated or connected with the Campground Owner (the “**Activities**”). The “**Campground Owner**” means Center Place Campgrounds, Inc., d/b/a Lake Doniphan Conference & Retreat Center, a Missouri non-profit corporation which operates the Campground, together with its affiliate the Community of Christ and their other affiliates and sponsored or chartered organizations.

**COVID RISK:** COVID-19 is an illness that can affect the lungs, airways and circulatory system, among other things. COVID-19 is caused by the novel coronavirus. To stop or slow the spread of COVID-19, the U.S. Centers for Disease Control and Prevention recommends staying home as much as possible and limiting face-to-face contact with others. My signature below acknowledges my understanding that there is a risk that the Participant may be exposed to COVID-19, and my agreement to release Campground Owner from liability, as a result of entry onto the Campground and/or participation in any Activities.

**ACKNOWLEDGMENTS:** On behalf of myself and my Participant, and our respective heirs, assigns, personal representatives, and estates, I understand, acknowledge, and agree as follows:

- (1) COVID Risks. COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people, among other preventative measures.
- (2) Preventative Measures. Campground Owner has implemented preventative measures to reduce the spread of COVID-19, as outlined in the attached summary which I have read. Despite these preventative measures, Campground Owner cannot guarantee that I, my Participant or any other youth or adult leader, staff member, or visitor (each a “**Patron**”) will not become infected with COVID-19, and there are risks inherent in entering the Campground and participating in the Activities, including COVID-19 infection and transmission.
- (3) Sources of Risk. Entering the Campground and participating in the Activities could increase the risk of contracting COVID-19 for myself, my Participant, and those Patrons with whom we may come in contact. The risk of becoming exposed to or infected by COVID-19 on the Campground or in connection with the Activities may result from the actions, omissions or negligence of myself, my Participant and/or others, including without limitation Campground Owner, Campground Owner employees, volunteers, officers, directors, agents, representatives, Patrons or any others present at Campground Owner property or at such Activities.
- (4) Benefit to Participant. When I (or my Participant) enter the Campground or attend Activities, I (or my Participant) am doing so voluntarily, for purposes of participating in events or activities for my (or my Participant’s) personal benefit. The value of such benefit, together with Campground Owner allowing me (or my Participant) to enter the Campground and participate in the Activities, is sufficient consideration for my voluntary execution of, and compliance with, this document.
- (5) Assumption of Risk. I (for myself and on behalf of my Participant) voluntarily and knowingly assume the risk of exposure to or infection by COVID-19 by entering the Campground or participating in the Activities, and that such exposure or infection may result in personal injury, illness, disability, and death.
- (6) Campground Owner Responsibility. With respect to COVID-19, Campground Owner cannot and does not accept any (and expressly disclaims all) responsibility for my (and my Participant’s) safety and well-being while I (or my Participant) am at the Campground or otherwise engaged in any Activity.

**WAIVER AND RELEASE OF LIABILITY:** FOR AND IN CONSIDERATION OF PARTICIPATION IN THE ACTIVITIES, AND ACKNOWLEDGING THE ACTIVITIES COULD RESULT IN ILLNESS, PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH TO THE PARTICIPANT, THE PARTICIPANT WAIVES, RELEASES AND RELINQUISHES ANY CLAIMS FOR LIABILITY AND CAUSE(S) OF ACTION AGAINST CAMPGROUND OWNER, ITS EMPLOYEES, VOLUNTEERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, PATRONS OR ANY OTHERS PRESENT AT THE CAMPGROUND, INCLUDING ILLNESS, PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH OCCURRING TO PARTICIPANT, OCCURING AT THE CAMPGROUND OR ARISING OUT OF THE ACTIVITIES, AND/OR INCIDENTAL THERETO, INCLUDING ORDINARY NEGLIGENCE.

BY THIS AGREEMENT ANY SUCH CLAIMS, RIGHTS, AND CAUSES OF ACTION THE PARTICIPANT MAY HAVE ARE HEREBY WAIVED, RELEASED AND RELINQUISHED, AND THE PARTICIPANT DOES SO ON BEHALF OF HIS/HER HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS.

THE PARTICIPANT ACKNOWLEDGES SHE/HE HAS NOT RELIED UPON ANY REPRESENTATIONS OF CAMPGROUND OWNER, THAT SHE/HE IS FULLY ADVISED OF THE POTENTIAL DANGERS OF THE ACTIVITIES DESCRIBED HEREINABOVE, AND UNDERSTANDS THESE WAIVERS AND RELEASES ARE NECESSARY TO ALLOW THE EXISTENCE OF THE ACTIVITIES. If any portion of this Waiver and Release of Liability is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

As parent or legal guardian of a Participant under 18 years of age, I have read and voluntarily agreed that said minor may enter the Campground and participate in the Activities, and I sign this Waiver and Release of Liability on their behalf and represent that I am a lawful parent or guardian of the Participant.

**COMPLIANCE WITH COVID RULES: The Participant agrees to comply with all the rules that Campground Owner may set concerning the Campground and the Activities as necessitated by COVID-19.**

I have read this Waiver and Release of Liability and am bound by it.

PARTICIPANT	PARENT(S) OR GUARDIAN(S) if participant is under 18 years of age (19 in Alabama, Alaska, Wyoming, and Nebraska, 21 in Pennsylvania, Puerto Rico, Mississippi and Colorado)
(signature)	(signature)
(print name)	(print name)
(age)	
(address)	(address)
(state, zip)	(state, zip)
(phone)	(phone)
(date)	(date)