

# Trail Blazers Waiver for Family Camp Participation

## **COVID-19 WAIVER OF LIABILITY**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization ("WHO"). COVID-19 is reported to be extremely contagious. It is believed that the virus can spread from person-to-person contact, thought to be through respiratory droplets produced when a person infected with the virus coughs or sneezes. It was also reported that the virus can spread by contact with contaminated surfaces and/or through objects. People reportedly can be infected and show no symptoms and still spread the disease. The exact methods of spread and contraction are unknown, and currently, there is no known treatment, cure or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and/or death.

Trail Blazers Camps is providing a program which provides families the opportunity to stay at the Trail Blazers Camps' NJ facility, utilize certain facilities and partake in certain activities. will be providing Trail Blazers Camps, including access to the premises and its facilities in a manner consistent with CDC and State health and safety guidelines, which include, but are not limited to, providing enhanced sanitary services and requiring adherence to social distancing requirements. Trail Blazers Camps cannot however prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Trail Blazers camps' services or premises and/or partaking in Trail Blazers Camps. It is not possible to prevent the presence of the disease. If you choose to utilize Trail Blazers camps' services and/or enter onto Trail Blazers camps' premises to partake in Family Camp, you may be exposing yourself and/or your child[ren] to COVID-19 and/or increasing your and/or your child[ren]'s risk of contracting or spreading COVID-19.

I represent that I and my participating child[ren], a) have not tested positive for COVID-19 and/or have not had a suspected or diagnosed case of COVID-19 within the past 30 days, and; b) am free of any symptoms which have been identified by the WHO and CDC as suggestive of having COVID-19. I acknowledge that I am responsible for adhering to CDC and State recommendations regarding social distancing while at Trail Blazers Camps for Family Camp, as well as any rules, regulations and directives implemented by Trail Blazers Camps for Family Camp.

**ASSUMPTION OF RISK:** I have read the above and understand the risks concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my participating child[ren] in order to utilize Trail Blazers camps' services as part of the Family Camp.

**WAIVER OF LIABILITY/INDEMNIFICATION:** The undersigned, on his/her behalf and on behalf of such participating children, hereby releases, waives, discharges and covenants not to sue Trail Blazers Camps, and its owners, directors, shareholders, employees, staff and/or related entities (the "Indemnified Parties") in connection with exposure, infection and/or spread of COVID-19 arising from, or related to utilizing Trail Blazers camps' services and premises in conjunction with Family Camp.

The undersigned, on his/her behalf and on behalf of such participating children, further agree(s) to indemnify and hold harmless the Indemnified Parties from any loss, liability, damages or costs the Indemnified Parties may incur, whether caused by negligence, active or passive, or otherwise, in connection with the undersigned's and/or any participating child[ren]'s use of the Indemnified Parties' services and premises for the Family Camp.

**CHOICE OF LAW:** I understand and agree that the law of the State of New Jersey will apply to this Waiver.

I HAVE CAREFULLY READ, FULLY UNDERSTAND AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT CONCERNING COVID-19 AND TRAILBLAZERS FAMILY CAMP.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

I am the parent/legal guardian of \_\_\_\_\_ (List Minor's name(s)). I have the legal right to consent to this Waiver and hereby do consent to the terms and conditions of this Waiver on my behalf and on behalf of my child[ren].

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_