

Waiver & Acknowledgment

This Waiver and Acknowledgment ("Agreement") confirms the following understandings and agreements between Steamboat Landing LLC, which owns the camp land and Camp Wachusett For Boys LLC collectively ("Camp") and the parent(s)/legal guardian(s) of minor(s) _____ on their own behalf and on behalf of said minor(s) ("you" or "your").

In consideration of the mutual promises set forth herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you agree as follows:

1. You understand that participation in Camp involves inherent risk of personal injury and even death, particularly given the current COVID-19 pandemic, and you hereby elect to voluntarily participate in Camp, knowing that doing so may be hazardous to your health. You understand and acknowledge that Camp is making all reasonable efforts to comply with the State of Vermont Work Smart Be Safe Order: 8.3 guidelines for operation of Overnight Summer Camps, and CDC public health guidelines and best practices, and you agree to adhere to all policies and rules that Camp establishes to comply with these guidelines. You assume full responsibility for any risk of loss; property damage; or personal injury, including the risk that you or someone you know may become infected with COVID-19, that you may sustain as a result of participating in Camp, including as a result of any related medical care. You hereby acknowledge that you know of no medical reason why you should not participate in Camp.
2. In consideration of being permitted to participate in Camp, you on your own behalf and on behalf of your family members, spouse, heirs, assigns and personal representatives, hereby release, waive and discharge Camp, its members, partners, affiliates, officers, agents and employees ("Releasees") from any and all liability, claims, demands, actions and causes of action of any kind or nature arising out of or related to any loss, damage or injury, including infection with or death due to COVID-19, that you or any of your property may sustain resulting from your participation in or in any way connected with your participation in Camp, regardless of whether such liability arises in tort, contract, strict liability or otherwise, and you covenant not to sue the Releasees based on the same.
3. You covenant and agree that this Agreement shall be construed in accordance with the laws of the State of Virginia and that any mediation, lawsuit or other proceeding relating to this Agreement and any activities covered hereby must be filed or entered into only in Virginia and the federal or state courts of Virginia. Any portion of this

Agreement deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the Agreement as a whole to the full extent authorized by law.

4. You have read and fully understand this Agreement as set forth above and understand that you have given up substantial rights by signing it. You certify that you have reached the age of majority and have signed under your own free will. You understand that your signed waiver may be retained by Camp.

Signed on behalf of Camp Wachusett:

Phillip Williams

PRINT: Phillip Williams

Date: June 14, 2020

Signed by Parent/Guardian 1:

PRINT: _____

Date: _____

Signed by Parent/Guardian 2:

PRINT: _____

Date: _____