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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. It is believed that the virus can spread from person-to-person contact 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. Lutherlyn is providing a program which allows families the opportunity to come to Lutherlyn, utilize certain facilities, and partake in certain activities. Lutherlyn will provide 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. Lutherlyn cannot however prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing Lutherlyn's services, premises, and/or partaking in activities. It is not possible to prevent against the presence of the disease. If you choose to utilize Lutherlyn's services and/or enter onto Lutherlyn's premises to partake in camp activities, 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 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 Lutherlyn; as well as any rules, regulations and directives implemented by Lutherlyn.

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 Lutherlyn's services.

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 Lutherlyn, 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 Lutherlyn's services and premises.

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.

CHOICE OF LAW: I understand and agree that the law of the State of Pennsylvania will apply to this Waiver. I HAVE CAREFULLY READ, FULLY UNDERSTAND, AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK AND WAVIER OF LIABILITY AND INDEMNITY AGREEMENT CONCERNING COVID-19 AND LUTHERLYN.

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):

## **LUTHERLYN GENERAL POLICIES:**

It is expected that all guests follow these guidelines. Failure to follow these policies will result in removal from camp. No pets, no alcohol, no drugs, no fireworks, no firearms. Registered campers only, no visitors. Lutherlyn is a "Young Lungs at Play" facility. Smoking is only permitted in designated smoking areas. Quiet time is 10pm-8am. Helmets must be worn by kids (12 and younger) when riding bikes. Fishing is catch and release, barbed hooks must be crimped. Children must be supervised at all times. A lifeguard must be present for swimming. No one is permitted in the lake or pool area without a lifeguard. Ropes course/group challenge activities are off limits. Vehicles are not permitted on the grass. Load and unload at the designated area for each cabin village and then vehicles must be moved to main parking lot.

## **SPECIAL CONSIDERATIONS:**

If a registered camper has a fever, has tested positive for COVID-19, or has been exposed to someone who has tested positive, contact the camp office to cancel. You will be fully refunded. Wash your hands frequently and thoroughly. Maintain appropriate social distancing, per CDC guidelines. Be mindful of using shared spaces to avoid contact with other campers. All guests must wear face masks in areas with other guests and staff. If a registered camper develops symptoms of COVID-19 while onsite, it must be reported to staff immediately. Attendance and participation is at your own risk. Lutherlyn is not liable for any contact or health risks.