

## **Special Participation Agreement and Waiver of Liability in relation to Risk of Coronavirus Infection while at Vista Camps**

Thank you for reading this Agreement carefully. It includes important information about Vista Camps activities and describes certain protection sought by Vista Camps if you, your child, or another family member becomes ill or suffers some other loss due to infection of the Coronavirus (COVID-19) that may have been caused from being at Vista Camps or from being exposed by someone else who was at Vista Camps.

In consideration of the services of Vista Camps, I, Parent, acknowledge and agree as follows:

### **Activities:**

The activities of Vista Camps include a variety of traditional sports, games, activities, and events that will make it impossible to consistently implement any social distancing of 6 feet or less that may be recommended by any known government authorities. Camp is a place where campers, counselors, and staff are often in contact and near each other every day and every night. This includes but not limited to: eating at the table together at meals in the dining hall, playing sports like basketball, tennis, and volleyball where the sports ball is touched by many participants, and sleeping inside the cabins where cots and bunk beds are often less than six feet apart.

### **Risks:**

Vista Camps will be taking more health precautions this summer. On Opening Day, campers that arrive to camp with a fever, have a cough, have been exposed in the past two weeks to a friend or family member who had the Coronavirus, WILL NOT be allowed into camp. Other precautions during camp include: Encouraging and enforcing more handwashing, more use of hand sanitizers, more wiping down of doorknobs and high use areas with antibacterial wipes, etc. Vista Camps plans to be in constant communication with its camp nurses and longtime camp doctor. It plans to send campers and staff home that have a high temperature. But even taking these and other extra precautions, campers will still be exposed to the risk of contracting the Coronavirus or possibly some other illness.

The activities and risks of Vista Camps are an integral part of the Vista Camps experience. If eliminated, campers would be deprived of the opportunity for the growth and development which Vista Camps and its campers and families expect.

### **Acknowledgement and Assumption of Risks:**

I, Parent, have read and understand the Camp activities and risk of exposure to the Coronavirus. I acknowledge and assume the risks and dangers described above with my child being enrolled at Camp. I have discussed the activities and risks with my child, who understands them and wishes to participate in the activities of the Camp community.

**AGREEMENTS OF RELEASE AND INDEMNITY: I, PARENT, FOR MYSELF AND, TO THE EXTENT ALLOWED BY LAW, ON BEHALF OF MY CHILD, AGREE TO RELEASE AND DISCHARGE (AGREEING TO MAKE NO**

**CLAIM, AND NOT TO SUE) VISTA CAMPS, AND THEIR RESPECTIVE OWNERS, MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS RELATED TO CONTRACTING THE CORONAVIRUS AND ANY LOSS, BODILY INJURY, OR DAMAGES ASSOCIATED FROM IT WHICH I OR MY CHILD MAY SUFFER, ARISING OUT OF OR IN ANY WAY RELATED TO HIM/HER BEING ENROLLED IN THE**

**CAMP, AND ON OR OFF THE CAMP PREMISES. I FURTHER AGREE TO INDEMNIFY (THAT IS DEFEND AND PAY, INCLUDING COSTS AND ATTORNEYS FEES) THE RELEASED PARTIES FROM CLAIMS BROUGHT BY OTHER MEMBERS OF MY, OR MY CHILD'S FAMILY, AND CLAIMS BROUGHT BY OTHERS, INCLUDING OTHER CAMPERS, WHO CLAIM A LOSS CAUSED BY MY CHILD.**

**THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS CAUSED OR CLAIMED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BUT NOT THE GROSS NEGLIGENCE, OF A RELEASED PARTY. I UNDERSTAND THAT IN SIGNING THIS AGREEMENT I, FOR MYSELF AND FOR MY CHILD, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SURRENDER THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST A RELEASED PARTY, FOR PERSONAL INJURY AND EVEN DEATH.**

Any dispute between Vista Camps or another Released Party and me or my child shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of Texas, and any mediation or suit shall occur or be filed and maintained exclusively in Kerr County, Texas, to the jurisdiction of which court or courts I hereby consent, for myself and my child.

If any part of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This Agreement and Waiver of Liability does not supersede, circumvent, or cancel Vista Camps' Main Participation Agreement, but instead works together in conjunction with it.

I, Parent or legal guardian, have read and accept the terms and conditions of this Agreement, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and my child, and our respective heirs, personal representatives, estates and family members.

Child / Camper Name(s): \_\_\_\_\_

Parent / Guardian Name: \_\_\_\_\_

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

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