

# COVID-19 Liability Release Waiver

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person through respiratory droplets, the government has set recommendations, guidelines, and some prohibitions which Progressive Surf Camps, Inc. DBA Endless Summer Surf Camp (here after collectively referred to as "Endless Summer") adheres to comply.

In consideration of my participation in the foregoing, the undersigned acknowledge and agree to the following:

1. I am aware of the existence of the risk as a participant at the time of arrival to the venue and my participation to the activity of Endless Summer that may cause injury or illness such as but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death.
2. I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19 or any communicable disease within the last 14 days.
3. I have not been exposed to anyone with COVID-19 virus or with symptoms of the virus in the past 14 days.
4. I have not been, nor any member(s) of my household, diagnosed to be infected of COVID-19 virus within the last 14 days.
5. If camper has as higher risk for complications related to COVID-19, we strongly recommend that you consult with your medical provider to assess your risk to consider whether Endless Summer programs are appropriate for camper at this time. Please check below link CDC resources discussing those at higher risk at: <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/index.html>

Following the pronouncements above I hereby declare the following:

1. I am fully and personally responsible for my own safety and actions while and during my participation at Endless Summer and I recognize that I may be in any case at risk of contracting COVID-19. With full knowledge of the risks involved, I hereby release, waive, discharge Endless Summer, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
2. I agree to indemnify, defend, and hold harmless Endless Summer from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.
3. If my child or myself experience COVID-19 Symptoms or are diagnosed with COVID-19 while participating at Endless Summer a parent or guardian will be available to pick the participant up within 24 hours of notification. If not available plans for quarantine will be arranged and parent/guardians will be responsible for the expenses.

By signing below I acknowledge that I have read the foregoing Liability Release Waiver and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent for myself or for my child if I am the parent or guardian; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; that I give my voluntary consent in signing this Liability Release Waiver as my own free act and deed with full intention to be bound by the same, and free from any inducement or representation. This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

Signature of Participant \_\_\_\_\_ Print Name \_\_\_\_\_

Signature of Parent or Legal Guardian (if under 18 yrs age) \_\_\_\_\_ Date \_\_\_\_\_