



## **Assumption of the Risk, Waiver of Liability and Indemnity Agreement [For Parent and Adult participants]**

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

Child/Camper Name: \_\_\_\_\_

In consideration for being permitted by BreakThru Ministries dba Timber Creek (hereinafter “BreakThru”) to attend Timber Creek Camp and participate in the programs of Timber Creek Camp, the Adult/Parent/Guardian named above, on behalf of myself and my participating children, and any personal representatives, heirs, and next of kin (collectively hereinafter referred to as “I” or “me”) hereby agree and acknowledge that COVID-19 infections have been confirmed throughout the United States, including cases in Mississippi. In accordance with the most recent guidance and protocols issued by governmental and health agencies, including but not limited to, the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Mississippi Department of Health (MDH) (hereinafter “Public Health Agencies”), for slowing the transmission of COVID-19, I agree, represent, and warrant that neither I nor my participating children/camper(s) shall visit or use the facilities, equipment, services, and programs of BreakThru at Timber Creek Camp within 14 days after (i) returning from impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and I agree that I am aware of this list and the countries listed. I agree to check the CDC Travel Health Notices website (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/map-and-travel-notices.html>) before using the facilities, services, and programs of Timber Creek Camp, on a daily basis if necessary.

I further agree, represent, and warrant that neither I nor my participating children shall visit or use the facilities, equipment, services, and programs of BreakThru at Timber Creek if any of us (i) experience symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed confirmed case of COVID-19. I agree to notify David Cooke or another member of Timber Creek Camp staff immediately if I believe that any of the foregoing access/use restrictions may apply.

I acknowledge that BreakThru has taken certain steps to implement at Timber Creek Camp recommended guidance and protocols by Public Health Agencies to slow the transmission of COVID-19, including but not limited to the access/use restrictions set out above. I acknowledge and agree that BreakThru may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with BreakThru’s revised procedures before using the facilities, services, and programs of Timber Creek Camp.

I further acknowledge and agree that, due to the nature of the facilities, equipment, services, and programs offered by BreakThru at Timber Creek Camp, social distancing of 6 feet per person among my participating children and other campers and Timber Creek Camp staff may not be possible in all circumstances. I fully understand and appreciate both the known and potential dangers of using the facilities, equipment, services, and programs of Timber Creek Camp and acknowledge that use thereof by me and/or my children/camper(s) may, despite BreakThru's reasonable efforts to mitigate such risks, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED BY BREAKTHRU TO ENTER TIMBER CREEK CAMP FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH TIMBER CREEK CAMP, I HEREBY AGREE TO THE FOLLOWING:

I, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN, AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE BreakThru, its past or present insurers and third party administrators, affiliated entities, directors, officers, members, employees, volunteers, agents, attorneys, accountants, and their successors and assigns (the Releasees") from all liability for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, me or my participating children who may be exposed to COVID-19 (or any person who may contract COVID-19, directly or indirectly, from me or my participating children/camper(s)) whether caused by the negligence, active or passive, of BreakThru or otherwise while I or my participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Timber Creek Camp.

I, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN, AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damages or costs they may incur, on account of any property damage or any injury to, or an illness or the death of, me or my participating children/camper(s) who may be exposed to COVID-19 (or any person who may contract COVID-19, directly or indirectly, from me or my participating children/camper(s)) whether caused by the negligence, active or passive, of BreakThru or otherwise while I or my participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Timber Creek Camp.

I further agree and acknowledge that use of Timber Creek Camp facilities, equipment and services, and participation in Timber Creek Camp programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage, including dangers and risks related to COVID-19. I, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN, AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, HEREBY ASSUME FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to me or my participating children/camper(s) on account of an exposure to COVID-19 (or any person who may contract COVID-19, directly or indirectly, from me or my participating children/camper(s)) whether caused by the negligence, active or passive, of BreakThru or otherwise while I or my participating children/camper(s) are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with Timber Creek Camp. I acknowledge that any illness or injuries I or my participating children/camper(s) contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

I, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN, AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Mississippi and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ, UNDERSTAND AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY THIS AGREEMENT I, ON BEHALF OF MYSELF AND MY PARTICIPATING CHILDREN, AND ANY PERSONAL REPRESENTATIVES, HEIRS, AND NEXT OF KIN, AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM BREAKTHRU AND THE OTHER RELEASEES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY TIMBER CREEK CAMP FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO TIMBER CREEK AND THE OTHER RELEASEES THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

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**Signature of Parent/Guardian**

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**Date**