**Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue**

**NOTICE:  THIS IS A LEGALLY BINDING AGREEMENT.  Read this document carefully and in entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of your usage of Camp Emerald Bay and its equipment, facilities, piers, docks, and floats dated from to online means, now or at any time in the future.**

**Acknowledgment of Risk**

I hereby acknowledge and agree that participation in and use of facilities and programs at Camp Emerald Bay come with inherent risks. I have full knowledge and understanding of the inherent risks associated with my use or participation including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with my use or participation in activities at Camp Emerald Bay and that said list in no way limits the operation of this Agreement.

**Coronavirus / COVID-19 Warning & Disclaimer**

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Accessing and using Camp Emerald Bay facilities could increase the risk of contracting COVID-19.** Western Los Angeles County Council, BSA (operator of Camp Emerald Bay) in no way warrants that COVID-19 infection will not occur through usage or participation in accessing the camps facilities.

Initial

**Waiver, Release, Indemnification & Covenant Not to Sue**

In consideration of my usage of and participation in programs, activities, and access to Camp Emerald Bay I, , , , and , the undersigned participant(s), agree to release and on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE the Western Los Angeles County Council, BSA, its officers, directors, employees, volunteers, other participants, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the Western Los Angeles County Council, BSA on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of Camp Emerald Bay’s facilities/equipment or participation in programs and activities whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

Initial

In consideration of my usage of and participation in Camp Emerald Bay programs and activities, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my program and activities participation.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in using piers, docks, floats and other facilities at Camp Emerald Bay and that I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, I sustain while at Camp Emerald Bay and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I am in good health and that I have no conditions or impairments which would preclude my safe participation in using piers, floats, docks and other facilities including rough terrain at Camp Emerald Bay.

I further certify that my date of birth is over the age of 18 as listed below, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will. I am also the parent, and/or legal guardian, of the youth under the age of 18 listed below.

IN WITNESS WHEREOF, this instrument is duly executed this day of , in the year .

Participant Signature Participant Name (Print Clearly) DOB MM/DD/YR

Participant Signature Participant Name (Print Clearly) DOB MM/DD/YR

Participant Signature Participant Name (Print Clearly) DOB MM/DD/YR

Participant Signature Participant Name (Print Clearly) DOB MM/DD/YR

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Youth Participant Name (Print Clearly) Youth Participant Name (Print Clearly)

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Youth Participant Name (Print Clearly) Youth Participant Name (Print Clearly)

Initial