

## COVID-19 Self Declaration Form

COVID-19 Self Declaration Form Disclosure of exposure or illness is required in order to ensure the health and safety of the Brewster Academy community and to help prevent a COVID-19 outbreak on campus. This Self Declaration form is for all individuals who will be temporary residents on the Brewster Academy campus during the summer of 2022. This form will be completed by every individual prior to arrival on campus (or immediately upon arrival). Individuals are then required to self-identify should they experience any COVID-19 symptoms. Information collected with this form will remain confidential. Any personal information will not be disclosed unless required by law or with the individual's express consent.

Name: \_\_\_\_\_

Program: \_\_\_\_\_

Arrival Date: \_\_\_\_\_ Departure Date: \_\_\_\_\_

**I have read and agree to comply with the Brewster Summer Covenant.**

\_\_\_\_\_ Check here to confirm

**I confirm that I am NOT experiencing any of the following symptoms:**

- Fever
- Cough
- Shortness of breath
- Loss of taste or smell
- Headache
- Sneezing
- Runny Nose
- Sore Throat
- Digestive issues (nausea, vomiting, diarrhea, stomach pain)

\_\_\_\_\_ Check to confirm

If you cannot confirm that you have not experienced two or more of these symptoms, you are NOT ALLOWED TO PARTICIPATE in the planned activity, sports camp, or program.

→ In the last 10 days, I have had COVID-19 \_\_\_\_\_ YES \_\_\_\_\_ NO

→ In the last 10 days, I have been in close contact with a person diagnosed with, or suspected of being infected by, COVID-19 \_\_\_\_\_ YES \_\_\_\_\_ NO

Relationship: \_\_\_\_\_

Do you live in the same home? \_\_\_\_\_ YES \_\_\_\_\_ NO

Date of last contact: \_\_\_\_\_

If you answered yes to any of these questions on this form, please contact the camp Director immediately regarding your ability to participate in the program.

I certify that the information provided on this form is accurate and complete. I also acknowledge my understanding of the outlined risk of being a member of a residential community during the COVID-19 pandemic. These risks include the possibility of contracting COVID-19.

Date: \_\_\_\_\_ Participant Signature: \_\_\_\_\_

Participant Name: \_\_\_\_\_

Date: \_\_\_\_\_ Parent/Guardian Signature \_\_\_\_\_

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

## ***COVID-19 Release, Hold Harmless, Indemnification and Waiver***

**IMPORTANT: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS IS A LEGALLY BINDING DOCUMENT. IT IS REQUIRED THAT THIS FULLY SIGNED LEGAL AGREEMENT MUST BE SUBMITTED TO BREWSTER ACADEMY BEFORE ATTENDING ANY CAMP, OR HOSTED PROGRAM.**

I (We), the undersigned \_\_\_\_\_ / \_\_\_\_\_ *Print name(s) of parent(s) or guardian(s)*, on behalf of ourselves, any other parent or guardian and my/our child \_\_\_\_\_ *Print name of your child*, (hereinafter "Child") and (collectively hereinafter "Releasees") have chosen to permit my (our) Child, to attend a camp or program hosted on the Brewster Academy campus during the months of June, July, August of 2022 and during the COVID-19 Pandemic. We agree to release, indemnify, hold harmless and waive any legally allowable claim the Releasees may have arising from the COVID-19 virus against Brewster Academy, its officers, agents, independent contractors, volunteers, students, employees and other representatives (hereinafter "Released Parties") as more fully set forth below.

**Assumption of Risk:** I (We) expressly understand and agree that attendance at any hosted camp or program on the Brewster Academy campus during the COVID-19 Pandemic presents certain risks and dangers to my (our) Child, both serious and minor arising from being exposed to the COVID-19 virus. The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease, including but not limited to it and all other complications related to the COVID-19 virus.

I (We) understand that Brewster Academy has put in place new safety rules and precautions, which may be updated at any time, in order to mitigate the spread of COVID-19. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, our Child understands those rules and agrees to comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and physical distancing. I(We) understand that failing to comply with these rules and precautions is a violation of the Academy's Disciplinary policies and that failing to comply could subject our Child to sanctions up to and including expulsion.

By signing this agreement, I (We) acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure to those who may be infected with COVID-19. I (We) voluntarily assume the risk that our Child may be exposed to or infected by COVID-19 by participating in a hosted camp or program on the Brewster Academy campus and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death. I (We) understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19, nevertheless some of the generally understood risks are: acute respiratory failure, pneumonia, acute respiratory distress syndrome, acute liver injury, blood clots, acute cardiac arrest, injury, secondary infection, acute kidney injury, septic shock, disseminated intravascular coagulation, pediatric multisystem inflammatory syndrome and death. I (We) understand that the risk of becoming exposed to or infected by COVID-19 at Brewster Academy may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Release Parties. I (We) recognize that Brewster Academy cannot limit all potential sources of COVID-19 infection.

By signing this agreement, I (We) also acknowledge that no Personal Protective Equipment ("PPE"), including face masks, will be supplied by Brewster Academy. I (We) understand that our Child is required to wear certain PPE pursuant to the Academy's policies. I (We) understand that the use of PPE does not remove all risks of illness, nor does it make it inherently safe to return to campus. No party related to Brewster Academy, including the Released Parties, has made any representations regarding the safety of, or the risks of, returning to campus.

I(We) have relied instead on my (our) own judgment as to whether to undertake the risks. I(We) voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19. I (We) completely absolve the Released Parties of any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my Child's stay on campus. Also, I (We) agree, on behalf of myself, my personal representatives and heirs, not to make any type of legal or equitable claim on the Release Parties with respect to any exposure I (We or our Child) may have relative to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with Brewster Academy, including fellow students, players or participants.

**Indemnification and Hold Harmless:** The undersigned, specifically understand that I (We) are responsible, and on behalf of themselves and their Child, agree to indemnify, defend and hold harmless the Released Parties from any action, claim, or demand made by our Child against the Released Parties arising from or related to in any way the COVID-19 virus, whether or not caused by the negligence (active

or passive), an intentional act or any other cause of action including reasonable attorneys' fees and/or any other associated costs.

**Release of Claims:** In consideration of being allowed to attend a camp or program on the Brewster Academy campus, I (We), my (our) Child, their heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Released Parties from any and all legal claims which may arise from or relate to the COVID-19 virus, including but not limited to any negligent act or omission by the Released Parties. I (We) further release and discharge the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequence arising or resulting directly or indirectly from the COVID-19 virus. I (We) acknowledge and agree that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by our Child's negligent or intentional acts or omissions committed prior to, during, or after participation in a camp or program hosted at Brewster Academy, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other participant in a camp or program hosted at Brewster Academy, or caused by any other person.

**Force Majeure:** Brewster Academy may be prevented, restricted by Governmental guidance or order or may decide in its sole discretion, to close campus due to the COVID-19 virus. I(We) agree that our Child shall leave campus within 24 hours after notice from the camp directors. By signing this agreement, I (We) acknowledge the COVID-19 virus may constitute a Force Majeure occurrence and Brewster Academy will not be obligated to keep its campus open to your Child.

**Severability:** It is understood and agreed that, if any provision of this release or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this release which can be given effect without the invalid provisions or applications. To this end, the provisions of this release are declared severable.

**Governing Law and Venue:** This release shall be construed in accordance with, and governed by, the laws of the State of New Hampshire. The venue for any action arising out of this Agreement shall be the Carroll County, State of New Hampshire.

**Construction and Scope of Agreement:** The language of all parts of this release shall in all cases be construed as a whole, according to its fair meaning and not strictly for or against any party. This release is the only, sole, entire and complete agreement of the parties relating in any way to the subject matter hereof. No statements, promises, or representations have been made by any party to any other, or relied upon, and no consideration has been offered or promised, other than as may be expressly provided herein. This release supersedes any earlier written or oral understandings or agreements between the parties.

This agreement hereby incorporates by reference in its entirety as if fully set forth herein. To the extent there are any conflicting terms and conditions in the incorporated agreements hereto, this document shall control and supersede any such provisions. This agreement shall represent the full and complete agreement between the parties, and any modification of the terms set forth herein shall be effective only if in writing and signed by all parties hereto.

**I (We) certify that I (we) have read this document and that I (we) understand and agree to all of the foregoing information, terms, and conditions.**

\_\_\_\_\_/\_\_\_\_\_  
Signature of Parent or Guardian, Date

\_\_\_\_\_/\_\_\_\_\_  
Signature of Parent or Guardian, Date

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
**Signature of Student, Date**

\_\_\_\_\_  
**Print Name**

**IMPORTANT: PLEASE BE SURE TO COMPLETE BOTH PAGES OF THE FORM AND HAVE YOUR CHILD SIGN AND DATE IT AS WELL.**