

Brewster Academy
80 Academy Drive
Wolfeboro, NH 03894

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 (hereinafter "BA") campus during the months of June, July, August of 2023 where COVID-19 may be present. I/We agree to release, indemnify, hold harmless and waive any legally allowable claim the Releasees may have arising from the COVID-19 virus against BA, 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 BA campus presents certain risks and dangers to my/our Child, both serious and minor arising from being exposed to the COVID-19 virus. 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 BA may be update their COVID regulations at any time, in order to mitigate the spread of COVID-19. By signing this agreement, I also acknowledge that no Personal Protective Equipment ("PPE"), including face masks, will be supplied by BA. By signing this agreement, I/We acknowledge the contagious nature of COVID-19 and the inherent risks of exposure to those who may be infected with COVID-19. I/We voluntarily assume the risk that my/our Child may be exposed to or infected by COVID-19 by participating in a hosted camp or program on the BA campus and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death. I/We understand that the risk of becoming exposed to or infected by COVID-19 at BA may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Released Parties. I/We recognize that BA cannot limit all potential sources of COVID-19 infection.

I/We voluntarily assume full responsibility for any and all risks of illness or injury associated with my/our Child's exposure to COVID-19. I/We acknowledge that should my/our Child contract COVID-19 while participating in this program, they will need to leave campus. 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/our 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 Released Parties with respect to any exposure I/We (or my/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 BA, including fellow students, players or participants.

Indemnification and Hold Harmless: The undersigned, 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 my/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 BA 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 my/our Child's negligent or intentional acts or omissions committed prior to, during, or after participation in a camp or program hosted at BA, 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 BA, or caused by any other person.

Force Majeure: BA may be prevented, restricted by Governmental guidance or order or may decide in its sole discretion, to close campus due to COVID-19. I/We agree that my/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 BA 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 _____

Street Address: _____

City, State, Zip: _____

_____/_____
Signature of Student, Date **Print Name**