

Rockywold-Deephaven Camps, Inc.
COVID-19 Acknowledgement, Waiver, Release and Indemnification Agreement

THIS AGREEMENT CONTAINS A WAIVER OF LEGAL RIGHTS

COVID-19 has been declared a worldwide pandemic by the World Health Organization; it is a highly contagious virus capable of causing severe illness and death. COVID-19 is easily spread from person-to-person contact through respiratory droplets and/or by contact with contaminated surfaces. Some contagious individuals are known to show no symptoms.

While RDC is taking reasonable efforts to mitigate the known risks associated with COVID-19 in an environment like RDC, all risks associated with exposure to COVID-19 cannot be eliminated. *RDC cannot guarantee that guests will not become exposed to or infected with COVID-19, and, given the community nature of our operations, being a guest at RDC could increase the risk of being exposed to or contracting COVID-19 or suffering other related harms.*

In order to comply with best practices, RDC is asking all guests to make the acknowledgments, waivers and releases set forth below, in consideration of the accommodations and/or services to be provided by RDC.

Acknowledgement and Assumption of Risk

___ INITIALS. I hereby acknowledge and agree that by visiting RDC and by executing this agreement I am assuming inherent risks related to or arising from exposure to or infection with COVID-19. On behalf of myself and each of my guests, including all minors, I ASSUME FULL RESPONSIBILITY and ALL RISKS, known or unknown, of contracting, becoming infected with, or transmitting COVID-19, or similar diseases and any medical or legal complications (including quarantine) that may arise therefrom.

Symptoms and Exposure to COVID-19

___ INITIALS. I hereby acknowledge and agree that I and the other members of my party are aware of the symptoms of COVID-19. I agree that if I or any member of my party tests positive for COVID-19, am/are displaying symptoms of COVID-19, including, without limitation, fever, chills, cough, shortness of breath, fatigue, loss of smell, nausea, diarrhea, muscle aches, or other symptoms identified by federal and state guidance, or have come into contact with someone who has tested positive for COVID-19 or is displaying symptoms of COVID-19 at any time within the previous 14 days, I will refrain from entering or re-entering RDC's premises until cleared by a medical professional. I further agree that if I or any member of my party tests positive for COVID-19, I will notify RDC immediately and will provide information sufficient for contact tracing, including, without limitation, the dates and times such person entered, visited or stayed at RDC and the individuals with whom they had contact. I further agree that I and each member of my party will abide by all safety and sanitation rules, protocols, or instructions established by or given by RDC at any time.

___ INITIALS. I have reviewed the recommendations of the Centers for Disease Control ("CDC"), the state of New Hampshire and RDC Guest Safety Guidelines and Practices and affirm that all members of my family or group will wear face coverings as mandated by state public health officials, public health best

practices, and RDC's health and safety guidelines. I and all members of my family or group will comply with social distancing and personal hygiene requirements, and will ensure that all of our public and private gatherings remain within the state of New Hampshire's Public Health Orders and RDC's health and safety guidelines.

Liability Waiver

___ INITIALS. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume all risk that I and/or any of my invitees or fellow guests, including minors, may be exposed to or infected by COVID-19 while staying at RDC, using any of its facilities and equipment or by participating in any activities organized or sponsored by RDC. I understand that the risk of becoming exposed to or infected by COVID-19 while at RDC may result from the actions, omissions, or negligence of myself or others, including, but not limited to, RDC staff, employees, managers, directors, officers, agents, representatives or other contracted parties.

___ INITIALS. I voluntarily waive my right (and that of any minors for whom I am the parent or guardian) to sue RDC (including its staff, employees, managers, directors, officers, agents, representatives or other contracted parties) for any loss or damages arising from exposure or infection with COVID-19, and hereby knowingly waive and release RDC (including its staff, employees, managers, directors, officers, agents, representatives or other contracted parties) from any and all claims, liabilities, damages, losses, actions or costs directly or indirectly arising from or in connection with potential or actual exposure to COVID-19 at RDC (or at any medical facility or testing center visited thereafter) or as a result of any actions taken by RDC to comply with laws, regulations and best practices relating to public health and/or COVID-19, including but not limited to, damages or losses arising out of any illness, injury, inconvenience, quarantine, loss of work, loss of wages, trauma, emotional distress, medical expenses or death, and I realize that by execution hereof, all such claims on my behalf or on behalf of any of my guests (including without limitation minors) will be forever extinguished. I understand and agree that this release includes any and all claims or any kind, whether arising in tort, contract or otherwise, including without limitation those based on or arising in connection with the actions, omissions, negligence, or gross negligence of RDC, its staff, employees, managers, directors, officers, agents, representatives or other contracted parties, and including without limitation whether a COVID-19 infection or exposure occurs before, during, or after my stay at RDC.

Potential Closure or Other Restrictions

___ INITIALS. I acknowledge that RDC may close or take other restrictive measures with regard to the services it offers at any time in response to Federal, State or Local orders, or as the result of decisions made by RDC in accordance with public health recommendations as understood by RDC. In such event, I agree to vacate the premises immediately with my party or otherwise comply with such restrictions at my own expense, and with no liability to RDC, its staff, employees, managers, directors, officers, agents, representatives or other contracted parties.

Indemnification

___ INITIALS. I agree to INDEMNIFY, DEFEND, and HOLD HARMLESS, RDC and its staff, employees, managers, directors, officers, agents, representatives or other contracted parties from and against any claims, causes of action, demands, judgments, orders, liabilities, damages, or costs, including court costs and attorneys' fees, arising out of or connected with my breach or failure to comply with the provisions

set forth herein, or the breach or failure to comply of any member of my party, including any minors. I further agree to INDEMNIFY, DEFEND, and HOLD HARMLESS RDC and its staff, employees, managers, directors, officers, agents, representatives or other contracted parties from and against any claims, causes of action, demands, judgments, orders, liabilities, damages, or costs, including court costs and attorneys' fees brought by any of my guests, including without limitation my spouse, children, other minors and/or family members that in anyway arise from or relate to exposure to or transmission of COVID-19 from my or their visit to RDC or any other services provided by RDC at any time.

In signing below, I acknowledge and represent that I (a) have read this COVID-19 Acknowledgement, Waiver, Release and Indemnification Agreement; (b) have had the opportunity to consult with legal counsel concerning the terms hereof should I so choose; (c) fully understand the terms hereof and that I have given up substantial rights by signing it, on my own behalf and on behalf of my guests, including any minors; and (d) have signed it freely and voluntarily without any inducement, assurance, or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

****PLEASE READ THIS ENTIRE AGREEMENT BEFORE SIGNING****

Name: _____

Signed: _____

Date: _____

Minors under 18 years of age

Name: _____

Age: _____

Name: _____

Age: _____

Name: _____

Age: _____

Name: _____

Age: _____

Name: _____

Age: _____

Name: _____

Age: _____