

## **Black Rock Retreat Waiver, Release and Indemnification Agreement**

1. **Assumption of Risk.** I expressly understand and agree that I am personally responsible for my safety and actions while using the facilities and premises and participating in the programs at Black Rock Retreat (the "Activity"). On behalf of myself and as a parent and/or legal guardian of minors participating in any Activity (the "Minor"), I acknowledge that the Activity involves risk and may result in various types of injury including, but not limited to, the following: sickness, bodily injury, death, emotional injury, personal injury, property damage and financial damage. I agree to comply with all Black Rock Retreat policies and rules, including but not limited to all Black Rock Retreat policies, guidelines, signage, and instructions. Furthermore, I expressly understand and agree that Minor's use or my use of Black Rock Retreat's facilities and premises presents unknown and inherent risks to myself and minors in my care at Black Rock Retreat regarding any potential and/or actual infection of Covid-19 and/or any related illness, the result of which may be both serious and minor, including but not limited to, cough, fever, pneumonia, hospitalization, and death. I further understand that I am responsible for evaluating the risks that Minor or I may face. I understand that I am responsible for evaluating the risks Minor or I face by using the facilities and premises and participating in the Activity.

I have done so and by my signature below, by Minor's or my engagement in the Activity, and by use of transportation to and from the Activity, in exchange for the opportunity to voluntarily use the facilities, premises and programs of Black Rock Retreat, on behalf of Minor and myself, I have assumed the risk for and am responsible for our actions.

2. **Acknowledgment of Safety Measures to be Utilized by Guest and Black Rock Retreat.** Black Rock Retreat will to take certain safety measures to help prevent, as best it reasonably can, infection or spread of Covid-19. Such safety measures include the following: cleaning and disinfecting publicly used spaces, wearing gloves when cleaning and disinfecting, maintaining social distancing from myself and/or Minor, its employees, visitors, and guests, and wearing face masks when in the company of Minor or myself. Black Rock Retreat will also stay apprised of any recommendations of the CDC and will consider action accordingly. Further, Black Rock Retreat may remove any safety measures listed herein once the CDC or the United States, state, or local governments deem such measures are no longer necessary or if such measures may pose other health risks. I acknowledge that Minor and I will also take certain safety measures to help prevent, as best it reasonably can, infection or spread of Covid-19. Such safety measures include: ensuring that Minor and I do not have any symptoms of Covid-19 prior to entrance onto or use of Black Rock Retreat's facilities and premises, use of handwashing and hand sanitizer on a regular basis while on Black Rock Retreat's premises, maintaining social distancing, and proper use of face masks when in the company of others. In the event that the CDC or Black Rock Retreat recommends additional safety measures, I agree to pursue utilization of such safety measures upon verbal or written request of Black Rock Retreat.

3. **Indemnification and Hold Harmless.** I specifically understand that I am personally responsible for Minor's and my actions and omissions, and any resulting sicknesses or injuries relating to or resulting from Covid-19 and agree to indemnify, defend, and hold harmless, including from reasonable attorneys' fees and/or any other associated costs, Black Rock Retreat, and its predecessors, successors, assigns, officers, directors, employees, volunteers, agents, and legal representatives (the "Releasees"), from any and all actions, claims, or demands that Minor and I, for ourselves and on behalf of our family, spouse, estate, heirs, executors, administrators, assigns and personal representatives, have or may have for any and all sicknesses or injuries relating to or resulting from the Activity or Covid-19 that Minor or I may suffer or sustain, regardless of cause or fault, as a result of our voluntary decision to utilize the facilities and premises of Black Rock Retreat, caused by any act or omission of Black Rock Retreat and/or Minor or by me, resulting from utilizing the facilities and premises of Black Rock Retreat.

4. **WAIVER OF CLAIMS.** In consideration of being allowed to utilize Black Rock Retreat's facilities and premises, on behalf of myself and Minor (individually and collectively referred to herein as "Releasor"), I hereby waive any and all claims, demands, damages, actions, or suits, in law or in equity, whether heretofore or hereafter accruing, or whether now known or not known to the parties, which may arise from any negligent or grossly negligent act or omission of Black Rock Retreat, or the Releasees, including but not limited to claims for negligence, gross negligence, personal injury, and mental anguish, for or because of anything done or omitted, or suffered to be done, directly or indirectly related to Releasor's use of Black Rock Retreat's facilities, premises and participating in the Activity relating to or resulting from possible or actual exposure to Covid-19. Releasor further waives any and all liability of Releasees for their negligence or gross negligence causing any accident, illness, injury, loss or damage to personal property, or any other consequences arising or resulting directly or indirectly from Guest's use of and entrance upon Black Rock Retreat's facilities and premises. Releasor acknowledges and agrees that Releasees assume no responsibility for any liability, damage, or injury that may be caused by the negligent, grossly negligent, or willful acts or omissions committed prior to, during, or after Guest's use of Black Rock Retreat's facilities, premises and participating in the Activity. By signing this agreement Releasor is giving up legal rights.

In signing this Waiver, Release and Indemnification Agreement, I hereby acknowledge and represent that I have read this entire document, understand its terms and provision, understand it affects my legal rights individually and my legal rights as a parent/legal guardian, as well as the rights of the Minor, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Minor's Name: \_\_\_\_\_

Parent: \_\_\_\_\_