

COVID-19

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for BEING ON PREMISES at SILVER BIRCH RANCH, NICOLET BIBLE INSTITUTE AND WOLF RIVER REFUGE (hereinafter called "SBR"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19 and SBR's COVID-19 protocols. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day, and that accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates at the CDC and SBR websites.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in SBR activities and abide by SBR's COVID19 prevention procedures, which include the following:
 - a. I understand that if SBR determines that a camper/volunteer/staff member needs to go home, I as the parent am responsible to pick up that person within 12-18 hours of being notified.
 - b. I understand that camp will do its best to offer as many activities as possible, but that programs and procedures will look different from past years past due to COVID19 precautions.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the SBR activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity to contract) SBR (Silver Birch Ranch Inc), its affiliated companies, owners, officers, directors, agents, and employees, and release SBR from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the SBR activities.
4. I shall indemnify, defend, and hold harmless SBR from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs, and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named SBR companies. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Wisconsin.
6. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration, fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement this the...

_____ day of _____, 20_____.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN): _____