

**Girl Scouts Spirit of Nebraska
Camp Programs and Services Waiver and Release of Liability**

Girl Scouts Spirit of Nebraska (hereinafter "Council") provides activities, including but not limited to, activities on the challenge courses, non-course activities, teaching sessions, observations, and use of facilities, premises, and equipment ("Camp Programs and Services").

I, _____ (hereinafter "Participant"), in consideration for participation in Council Camp Programs and Services, agree to all the terms and conditions set forth in this agreement (this "Agreement").

1. Participant is aware of and understands Camp Programs and Services may involve the risk of death, disability, personal injury or property loss or damage. Participant is also aware of the highly contagious nature of bacterial and viral diseases, including, but not limited to the 2019 novel coronavirus disease ("COVID-19"), and the risk that Participant may be exposed to or contract the Disease by engaging in Camp Programs and Services. Participant understands that while the Council has implemented measures to reduce the risk of injury from Camp Programs and Services and the spread of COVID-19, the Council cannot guarantee that Participant will not be injured or become infected with COVID-19 due to Participant's participation in Camp Programs and Services. PARTICIPANT ACKNOWLEDGES THAT PARTICIPANT IS VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED AND DESCRIBED HEREIN. PARTICIPANT HEREBY AGREES TO ACCEPT AND ASSUME ALL RISKS OF DEATH, DISABILITY, PERSONAL INJURY, PROPERTY LOSS OR DAMAGE, AND DISEASE ARISING FROM ENGAGING IN CAMP PROGRAMS AND SERVICES, WHETHER CAUSED BY THE NEGLIGENCE OF THE COUNCIL OR OTHERWISE.
2. Participant expressly waives and releases Council and Council's agents, employees, and representatives (hereinafter "Released Parties") from any and all liability for the death, disability, personal injury, disease, property loss, or damage of any kind which may hereafter accrue as a result of Participant's participation in any Camp Programs and Services on Council properties, including without limitation any claims, damages, demands or causes of action resulting from or arising out of the negligence of the Released Parties or otherwise, while Participant is participating in Camp Programs and Services.

3. Participant confirms that Participant (a) is in good health, in proper physical condition, and does not have any conditions that would impair Participant's ability to participate in Camp Programs and Services; (b) is not experiencing symptoms of COVID-19; (c) does not have a confirmed or suspected case of COVID-19, and (d) has not come in contact in the last 14 days with a person that has a confirmed or suspected case of COVID-19. Participant will comply with all federal, state and local laws, orders, directives, and guidelines related to Camp Programs and Services and COVID-19 while participating in Camp Programs and Services. Participant will follow all rules the Council sets forth regarding COVID-19. If at any time Participant develops symptoms of COVID-19 during Participant's use of Camp Programs and Services, Participant will immediately discontinue further participation in Camp Programs and Services and notify [the title of the person managing the services/working].
4. Participant agrees to indemnify and hold harmless the Released Parties against and from any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, or expenses of any kind, including reasonable attorney fees; the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers arising out of or resulting from any claim of a third party related to Participant's participation in Camp Programs and Services.
5. Participant covenants not to bring suit against the Released Parties and agrees to look solely to any first-party insurance for coverage of any damages Participant or any third parties or other participants claim.

If a court holds any provision of this Agreement is unenforceable, the other provisions shall remain in full force and effect.

The undersigned hereby acknowledges that the use of some of Camp Programs and Services may be an inherently dangerous activity that involves the risk of death, disability, disease, personal injury and property damage, and hereby acknowledges and declares that he or she has read and understands the statements above, and the signature below indicates the undersigned's complete understanding and acceptance of the foregoing Agreement.

Signature:

Printed Name:
