

## Waiver and Release of Liability

In consideration for the right to participate in activities sponsored by Westminster Presbyterian Church, Lubbock, Texas, I hereby release and agree to defend, indemnify, and hold harmless Westminster Presbyterian Church, Lubbock, Texas, hereinafter called Church, its agents, servants, elders, employees, insurers, successors, and assigns from any and all claims, incidents, demands, causes of action, damages or suits at law, and equity of any kind, including but not limited to claims for personal injury, property damage, medical expenses, and all other forms of damages of every type or kind, including but not limited to punitive damages, attorneys' fees and costs of suit, on account of or in any way related to or growing out of the presence or involvement of myself and the minor children (listed on the Registration Card) whom I have legal guardianship while participating in the activities of Westminster Presbyterian Church's Kids Ministry for summer camp 2020.

This waiver and release is intended to and does release the Church from any and all liability for damages or injuries on account of, or in any way related to, or growing out of my negligence, the negligence of third parties and the Church's negligence, including the Church's gross negligence. This is not intended to release the Church from any liability resulting from the Church's intentional conduct.

I further covenant and agree not to institute any claims or legal action against the Church, Lubbock, Texas, for any claim released by this Agreement. I further agree that should any claim be made against the Church in contravention of this Agreement, including but not limited to derivative claims, I will protect, defend, and completely indemnify (reimburse) the Church for any such claim and expenses including attorney's fees and costs incurred by the Church in defending themselves or security indemnity hereunder.

I have read the Agreement and understand that by signing the Agreement I have consented to be bound by its terms, including the waiver/release of any legal right I may have to sue Westminster Presbyterian Church, Lubbock, Texas, for any costs the Church may incur because a claim or legal action is brought in violation of this Agreement by myself, or on behalf of the child(ren) listed on the Registration card.

I am signing this Agreement freely, voluntarily, and competently, am at least eighteen (18) years of age, and am representing that I am the parent or legal guardian of the minor child mentioned on the card and I am acting in such capacity. I agree that I am fully responsible and agree to save, hold harmless, and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act, and release said parties on behalf of the minor and the parents or legal guardian.

(Continued on back page)

- I have received a copy of the Checklist for Resident/Overnight Youth Camp Families from the Governor's office and will follow these recommendations.
- I further acknowledge that Westminster Presbyterian Church of Lubbock, TX has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.
- We are voluntarily sending our child to camp with Westminster Presbyterian Church of Lubbock, TX and acknowledge that they must comply with all set procedures while attending camp.
- I attest that my child(ren):
  - Are not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
  - Have not traveled internationally within the last 14 days.
  - Have not traveled to a highly impacted area within the United States of America in the last 14 days.
  - Have not been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
  - Have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.

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Parent Signature

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Date

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Camper(s) Names

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Date

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Student Ministry Leader's Signature

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Date