



COVID-19 WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

ADULT PARTICIPANT NAME _____ (Please Print)

CHILD PARTICIPANT NAME _____ (Please Print)

IN CONSIDERATION of use of the facilities, services, and or programs of Badlands Ministries and/or for my child listed above to participate in the use of Badlands Ministries, facilities, services, equipment, and/or programs, I, on behalf of myself and my child hereby acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in North Dakota. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC), the American Camping Association (ACA), and the North Dakota Department of Health and Environmental Control for slowing the transmission of COVID-19, I agree that neither myself nor any participating children shall visit or utilize the facilities, services, and programs of Badlands Ministries within 14 days of (i) experiencing symptoms of COVID-19, including, but not limited to, fever, cough or shortness of breath, (ii) having a suspected or diagnosed/confirmed case of COVID-19, or (iii) having been in close proximity to a person with a diagnosed/confirmed case of COVID-19.

Badlands Ministries has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19. I acknowledge and agree that, due to the nature of the facilities and services offered by Badlands Ministries, social distancing according to CDC recommendations may not be possible at all times. I fully understand the known and potential dangers of utilizing the facilities, services, and programs of Badlands Ministries and acknowledge that use may, despite Badlands Ministries' reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

On behalf of myself and any participating children, I agree to release, waive, discharge, hold harmless, and promise not to sue Badlands Ministries, its directors, officers, volunteers, and agents from all liability to myself or any participating children for any loss or damage and any claim or demands on account of any injury to, or an illness or death related to COVID-19 contracted either directly or indirectly from contact with Badlands Ministries, whether caused by the negligence, active or passive, of Badlands Ministries or otherwise while myself and any participating children are about the premises, facilities or equipment.

Additionally, I agree that the above assumption of risk, release and waiver or liability, hold harmless and indemnity agreement are intended to be as broad and inclusive as is permitted by the State of North Dakota and that if any portion is held invalid, the remainder will continue in full legal effect and force.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM BADLANDS MINISTRIES IN CASE OF ILLNESS, INJURY, DEATH, INCLUDING EXPOSURE TO COVID-19 AT ANY BADLANDS MINISTRIES FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO BADLANDS MINISTRIES THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Signing for: Self Minor Child

Signature

Date

Printed Name

Address

City/State/ZIP

Phone

E-mail