CAMP BERRY

3133 Dumbarton Street, N.W., Washington, D.C. 20007

Ph. 202-342-2551 Cell. 202-258-5401

WAIVER AND RELEASE

 I/WE HEREBY ASSUME, ON BEHALF OF MY/OUR CHILD, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Child”), all of the risks of the Child attending and participating in Camp Berry and all activities, services, projects and undertakings related thereto (collectively, the “Activity”), including, but not limited to, any risks that may arise from the condition of the equipment and/or real and personal property owned, managed, maintained, and/or controlled by The Children’s House of Washington, Jennifer Berry, Dumbarton United Methodist Church, and all of their respective owners, officers, directors, managers, officials, trustees, agents, employees and other representatives (the “Indemnified Parties”) at the location of the Activity.

 I/we recognize that the Child’s participation in the Activity can carry with it potential risks, including, but not limited to, bodily injury. I/we certify that the Child has not been advised to refrain from participating in the Activity by a medical professional. The Child has no health-related reasons or problems that preclude his/her participation in this Activity.

 I/we hereby consent to the Child receiving medical treatment that may be deemed advisable in the event of injury, accident and/or illness during the Activity. However, this consent does not require any person or organization to initiate medical care on the Child’s behalf. I/we agree to accept full responsibility for and to pay for the cost of medical care, transportation and any other incidental expenses arising from any such event.

 In consideration of receiving permission for the Child to participate in this Activity, I/we hereby take action for myself/ourselves, the Child and our respective executors, administrators, heirs, next of kin, successors and assigns as follows:

 (A) I/WE WAIVE, RELEASE AND DISCHARGE the Indemnified Parties from any and all liabilities, claims, penalties, suits, demands, judgments, costs, interest, and expenses (including, without limitation, attorneys’ fees and costs) (each a “Loss” and collectively the “Losses”), including, but not limited to, Losses arising from or connected in any way to the Child’s death, disability, personal injury, property damage, property heft or actions of any kind which may hereafter occur to me in connection with the Activity, including the Child’s traveling to and from the Activity;

 (B) I/WE AGREE TO INDEMNIFY AND HOLD HARMLESS the Indemnified Parties for, from, and against any and all Losses arising or resulting from participation in the Activity. I/we certify that I/we have read this document, that I/we am/are at least 18 years old and can sign this Waiver and Release, and that I/we fully understand its content. I/we am/are aware that this is a release of liability and is a contract made in consideration of the Child’s participation in the Activity;

 (C) I/WE HEREBY CHOOSE TO ACCEPT THE RISK of exposure to and contracting COVID-19 or a related disease or condition for myself/ourselves and the Child in order to participate in the Activity. These services are of such value to me/us and the Child that I/we knowingly and voluntarily accept the risk of being exposed to, contracting, and/or spreading COVID-19 or a related disease or condition in order to utilize the service and activities associated with the Activity in person; and

 (D) I/WE HEREBY FOREVER WAIVE AND RELEASE my/our and the Child’s right(s) to bring suit against any of the Indemnified Parties in connection with exposure, infection, and/or spread of COVID-19 or a related disease or condition arising out of or related to utilizing the Activity’s services and premises. I/we understand that this waiver means we give up the right to bring any claims including for personal injuries, death, disease, loss of income, property damage or loss, or any other loss, including but not limited to claims of negligence and give up any claim to seek damages, whether known or unknown, foreseen or unforeseen. I/we understand and agree that the law of the District of Columbia will apply to this contract.

 The undersigned parent(s) or legal guardian(s) do/does hereby represent that he/she is, in fact, acting in such capacity, has consented to the Child’s participation in the Activity, and has agreed individually and on behalf of the Child to the terms of this Waiver and Release. The undersigned parent(s) or legal guardian(s) further agrees to save and hold harmless and indemnify the Indemnified Parties from any and all liability, loss, cost, claim or damage whatsoever which may be imposed upon any one or more of the Indemnified Parties of any defect in or lack of such capacity to so act and releases the Indemnified Parties on behalf of the minor and the minor’s parents and/or legal guardians.

[signature page follows]

I/WE HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY/OUR RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature

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Child’s Name

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Parent/Guardian Date

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Parent/Guardian Date