

CAMP USE AGREEMENT

COVID-19 ADDENDUM

The novel coronavirus, COVID-19, has presented unique, unprecedented, and unforeseen challenges that require Mingus Mountain Camp and Retreat Center and/or Potosi Pines (hereinafter, "Camp") and _____ (hereinafter, "User") to reevaluate the terms of their relationship. In light of the foregoing, Camp and User hereby stipulate and agree as follows:

1. In consideration of items 2-7, below, User shall be permitted to utilize camp facilities, as described in User Agreement dated _____. Access to the camp facilities may be altered based on current restrictions in place due to COVID-19. Camp staff will provide updates as the situation evolves.
2. At all times, User shall follow all CDC, State, Local and municipal health and safety guidelines to prevent exposure to COVID-19, including, but not limited to business closure orders, social distancing protocols, and cleaning protocols.
3. User shall require that all employees, volunteers, or other individuals present on Camp Premises due to the User's activities execute an "Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19" Form. User shall provide Camp with such forms at the time of entry onto Camp property.
4. User shall be responsible for ensuring that all CDC, State, Local and municipal health and safety procedures are followed during all of User's activities on Camp property. This includes but is not limited to following the protocols that the Camp has set in place to provide for COVID-19 precautions.
5. User shall, at its sole cost and expense, maintain commercial insurance coverage with Camp and the Desert Southwest Conference of The United Methodist Church as an additional insured, in an amount not less than 1,000,000.00 USD per occurrence, which shall cover all of User's activities on Camp property. Such policy must cover claims based on exposure to COVID-19.
6. User shall indemnify, defend, and hold Camp, the Desert Southwest Conference of The United Methodist Church, its committee members, clergy, trustees, officers, employees, agents, members or volunteers harmless from and against any and all claims, losses, costs, liabilities, damages, and expenses, including, without limitation, penalties, fines, and reasonable attorneys' fees, to the extent incurred in connection with or arising from the use or occupancy or manner of use or occupancy of Camp property or any injury or damage caused by User or any person occupying the Camp property through User, whether or not such claims, losses, costs, liabilities, damages, and expenses are caused entirely or in part by Camp.

7. This Addendum shall be executed contemporaneously with the normal Use Agreement; all User obligations under this Addendum shall be interpreted to be in addition to the obligations under that Use Agreement, and nothing in this Use Agreement shall be interpreted to alter User's obligation under such Use Agreement.

IN WITNESS WHEREOF, Camp and User, intending to be legally bound, have caused their proper and duly authorized officers to execute and deliver this Agreement.

USER: _____

Date: _____

By: _____

Name:

Title:

Desert Southwest Camp & Retreat

Date: _____

By: _____

Dina Reid

Administrative Assistant

Exhibit A

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Gretna Glen Camp & Retreat Center (“Camp”) has put in place preventative measures to reduce the spread of COVID-19; however, **Camp cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **presence on Camp property and participation in Camp activities could increase** your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by our presence at Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Camp may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Camp employees, volunteers, and program participants and their families.

I will immediately notify Camp Management if I become aware that I, my child, or any person with whom my child or I have had contact exhibits symptoms of COVID-19, is advised to self-isolate, quarantine, or has tested positive for COVID-19. Further, I agree to comply with all policies and procedures established by Camp to ensure the safety of all who are present on Camp property and agree that if I, or my child(ren), do not comply with the policies and procedures established by Camp, I and/or my child(ren) will be asked to leave Camp premises and not return.

IN CONSIDERATION OF BEING PERMITTED TO UTILIZE CAMP FACILITIES, I VOLUNTARILY AGREE TO ASSUME ALL RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MY CHILD(REN) OR MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY CHILD(REN)’S ATTENDANCE AT CAMP OR

PARTICIPATION IN CAMP PROGRAMMING (“CLAIMS”).

FURTHER, ON MY BEHALF, AND ON BEHALF OF MY CHILDREN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE CAMP, THE EASTERN PENNSYLVANIA CONFERENCE OF THE UNITED METHODIST CHURCH, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, OF AND FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, COSTS OR EXPENSES OF ANY KIND ARISING OUT OF OR RELATING THERETO. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE CAMP, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, WHETHER BEFORE, DURING, OR AFTER PARTICIPATION IN ANY CAMP PROGRAM.

List the names and ages of all children (if any) covered by this Waiver:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

By executing below, I agree to the above ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19; further, if I have listed any children in the space provided above, I certify that I am the legal parent or guardian of such children, have the legal authority to sign this document on my child(ren) 's behalf and do voluntarily agree to this ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 on both my and my child(ren) 's behalf.

Signature: _____

Print Name: _____

Date: _____

Witness Signature: _____

Print Name of Witness: _____

