

# Ocoee Ridge, LLC

## WAIVER OF LIABILITY AND INDEMNIFICATION

1. RELEASE OF LIABILITY: Despite all known and unknown risks, I hereby expressly and voluntarily remise, release, acquit, satisfy and forever discharge OCOEE RIDGE, LLC and agree to hold it harmless of and from all, and all manner of action and action or omission(s), cause and cause of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by OCOEE RIDGE, LLC, whether the action arises out of any damage, loss, personal injury, or death to me or my child(ren)/ward(s), while participating in or as a result of participating in any of the ACTIVITIES.

2. I agree that I am personally responsible for my safety and actions while at the Ocoee Ridge, LLC. I agree to comply with all of Ocoee Ridge LLC's policies and rules, including but not limited to all Ocoee Ridge, LLC's policies, guidelines, signage, and instructions. Because Ocoee Ridge, LLC is open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Ocoee Ridge, LLC, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the Ocoee Ridge, LLC, or otherwise, while participating in any activity while in, on, or around the Ocoee Ridge, LLC and/or while using any Ocoee Ridge, LLC's facilities, tools, equipment, or materials.

3. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the Ocoee Ridge, LLC's facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

4. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Ocoee Ridge, LLC to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document on behalf of myself and/or on behalf of my minor child(ren)/ward(s), for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by and construed in accordance with Tennessee law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

Name of Person Attending Camp \_\_\_\_\_

First Name \_\_\_\_\_ Last Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Name of Group/Church \_\_\_\_\_

Phone Number \_\_\_\_\_ Email Address \_\_\_\_\_

Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_\_