

Girl Scouts of Hawaii

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

Note: Girl Scouts of Hawaii requires a signed Agreement for each minor and adult participant prior to in-person participation with Girl Scouts.

Please mark if this Agreement is for a minor _____ or for an adult _____ or both _____.

I HAVE REVIEWED AND HAVE SIGNED THIS AGREEMENT so that I and/or my children listed below will be permitted to participate in, visit or utilize the facilities, services, and/or the programs of Girl Scouts of Hawaii, a Hawaii nonprofit corporation ("Council"), including, but not limited to, troop meetings and events, Service Unit activities and events, Council activities and events (whether on Council's site or a third party site), use of Council property, and participation in Council camps. If a third party is involved in providing services or a facility, that third party may require an additional release.

I understand that:

- Novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including multiple cases in my area.
- COVID-19 is an extremely contagious virus that spreads easily, including through person-to-person contact.
- As with any social activity, use of Council facilities or services, or participation in Council programs, may present the risk of contracting COVID-19. While Council takes safety and preventative precautions, Council can in no way warrant that COVID-19 infection will not occur through use of such facilities or services or participation in Council programs.

I agree to comply and to insure compliance by my children with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and my local state agency or municipality for slowing the transmission of COVID-19. I agree that neither I nor my participating children shall visit or utilize the facilities, services, and/or programs of Council within 14 days after (i) returning from highly-impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, (iii) exposure to any person who has a suspected or confirmed case of COVID-19, or (iv) exposure to any other risk identified by the most recent guidelines or recommendations or guidelines situation delineated by WHO, the CDC or my state public health agency or municipality. I further agree that neither I nor my participating children shall participate in, visit or utilize the facilities, services, and/or programs of Council if I, he, or she (i) experience(s) symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. I agree to notify Council immediately if I believe that any of the foregoing access/use restrictions may apply.

I acknowledge that Council has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for hindering the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. I agree that Council may revise its procedures at any time based on updated recommended guidance and recommendations

Signer's Initials _____

issued by public health agencies and further agree that I and my participating children will comply with Council procedures and revised procedures prior to participating in, visiting or utilizing the facilities, services, and/or the programs of Council.

I further acknowledge, on behalf of myself and my children, that, due to the nature of the facilities, services, and programs offered by Council, social distancing of 6 feet per person among children and or others, and compliance with guidance and recommendations of public health agencies, may not always be possible.

I fully understand and appreciate both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of Council and acknowledges that my use thereof and/or use by my participating children may, despite Council prudent and reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN COUNCIL PROGRAMS, I HEREBY AGREE TO THE FOLLOWING:

ON MY BEHALF AND ON BEHALF OF MY PARTICIPATING CHILDREN, I HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, WAIVE AND DISCHARGE EACH OF COUNCIL and any of its affiliates, Girl Scouts of the USA and any of its affiliates, any other Girl Scout council, and any of their respective directors, officers, employees, volunteers, and agents (collectively, the "Releasees"), from any and all actions, claims and demands that I, my assignees, heirs, distributees, guardians, next of kin, spouse and/or legal representatives now have or may have in the future, whether known or unknown, foreseen or unforeseen, for injury, death or property damage, related to (i) my participation or my children's participation in the programs, (ii) the negligence or other acts, whether directly connected to these activities or not, and however caused, by any Releasee, or (iii) the condition of the premises.

- ON MY BEHALF, AND ON BEHALF OF MY PARTICIPATING CHILDREN, I HEREBY COVENANT THAT I, MY HEIRS, ASSIGNEES, DISTRIBUTEES, GUARDIANS, NEXT OF KIN, SPOUSE AND LEGAL REPRESENTATIVES WILL NOT MAKE A CLAIM AGAINST, SUE OR ATTACH ANY PROPERTY OF ANY RELEASEE IN CONNECTION WITH ANY MATTERS COVERED BY THIS RELEASE.
- I further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND COVENANT NOT TO SUE is intended to be as broad and inclusive as is permitted by law, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM COUNCIL IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE

Signer's Initials _____

TO COVID-19 AT ANY COUNCIL FACILITY OR DURING PARTICIPATION IN ANY PROGRAM OR ACTIVITY AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

THE SIGNER AGREES THAT THIS RELEASE AND WAIVER SHALL FULLY DEFEND, INDEMNIFY, AND HOLD HARMLESS GIRL SCOUTS OF HAWAI'I AND GIRL SCOUTS OF THE USA FROM ANY AND ALL CLAIMS, LAWSUITS, DEMANDS, CAUSES OF ACTION, LIABILITY, LOSS, DAMAGE AND/OR INJURY, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION ALL CLAIMS FOR MONETARY LOSS, PROPERTY DAMAGE, EQUITABLE RELIEF, PERSONAL INJURY AND/OR WRONGFUL DEATH) RELATING TO COVID-19, WHETHER BROUGHT BY AN INDIVIDUAL OR OTHER ENTITY OR IMPOSED BY A COURT OF LAW OR BY ADMINISTRATIVE ACTION OF ANY FEDERAL, STATE OR LOCAL GOVERNMENT BODY OR AGENCY, ARISING OUT OF, IN ANY WAY WHATSOEVER, ANY ACTS ON THE PART OF GIRL SCOUTS OF HAWAI'I, GIRL SCOUTS OF THE USA, ITS OFFICERS, OWNERS, PERSONNEL, EMPLOYEES, AGENTS, CONTRACTORS, INVITEES, OR VOLUNTEERS. THIS INDEMNIFICATION APPLIES TO AND INCLUDES, WITHOUT LIMITATION THE PAYMENT OF ALL PENALTIES, FINES, JUDGMENTS, AWARDS, DECREES, ATTORNEY'S FEES, AND RELATED COSTS OR EXPENSES.

I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY PARTICIPATING MINOR CHILD(REN) AND/OR LEGAL WARDS, AND I REPRESENT AND WARRANT TO COUNCIL THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Dated _____,

Signature: _____
Signature of Adult Participant and/or Parent/Legal Guardian for minor

For Adult Participant

Adult Participant Printed Name: _____

Adult Participant Contact Number: _____

For a Minor Participant

Minor's Printed Name: _____

Minor's Parent/Legal Guardian Printed Name: _____

Parent/Legal Guardian Contact Number: _____

Troop Number: _____

I accept the Electronic Signature agreement.

You agree your **electronic signature** is the **legal** equivalent of your manual/hand-written **signature** on this Agreement. By selecting "I Accept" using any device, means or action, you consent to the **legally** binding terms and conditions of this Agreement. If you do not consent, you must submit a manual/handwritten signed form.

Signer's Initials _____