

CAMP USE AGREEMENT

COVID-19 ADDENDUM: ASSUMPTION OF RISK AND WAIVER OF LIABILITY

The novel coronavirus, COVID-19, has presented unique, unprecedented, and unforeseen challenges that require Retreat & Camping Ministries of the Baltimore-Washington Conference of The United Methodist Church (“Conference”)—a ministry consisting of Camp Harmison, Manidokan Camp & Conference Center, and the West River UM Center (“Camp”)—and _____ (hereinafter, “User”) to adjust the terms of their relationship as otherwise set forth in the Guest Confirmation and Rental Contract dated _____ (“Rental Contract”) to which this Addendum is appended. In light of the foregoing, Camp and User hereby stipulate and agree as follows:

1. In consideration of items 2-6, below, User shall be permitted to utilize camp facilities, as described in the Rental Contract.
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 masking requirements.
3. Prior to arriving at the Camp Premises, User shall provide all employees, volunteers, or other individuals that plan to be present on Camp Premises with a copy of this **COVID-19 Addendum: Assumption of Risk and Waiver of Liability**. By entering onto the Camp’s Premises, User represents and warrants that it has provided a copy of said Addendum to all employees, volunteers, or other individuals that enter upon Camp Premises for purposes of participating in the User’s activities, and **THE USER AND ALL OF ITS EMPLOYEES, VOLUNTEERS, OR OTHER INDIVIDUALS THAT ENTER UPON THE CAMP PREMISES ARE THEREBY DEEMED TO HAVE ACCEPTED AND VOLUNTARILY ASSUMED THE RISK THAT THEY MAY BE EXPOSED AND BECOME ILL AS A RESULT OF COVID-19 OR OTHER DISEASES, AND HAVE THEREBY VOLUNTARILY RELEASED, FOREVER DISCHARGED, AND COVENANTED NOT TO SUE THE BALTIMORE-WASHINGTON CONFERENCE OF THE UNITED METHODIST CHURCH OR ANY OF ITS MEMBERS, CLERGY, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, OR VOLUNTEERS FOR ANY CLAIMS THAT MAY ARISE OUT OF OR RELATE IN ANY WAY TO THEIR EXPOSURE TO ANY COMMUNICABLE DISEASE, INCLUDING BUT NOT LIMITED TO THE NOVEL CORONAVIRUS OR COVID-19.**
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.

5. User shall indemnify, defend, and hold harmless the Camp, the Conference, and all of their members, clergy, trustees, officers, employees, agents, and volunteers 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 the 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.

6. This Addendum shall be executed contemporaneously with the Rental Contract; all User obligations under this Addendum shall be interpreted to be in addition to the obligations under that Rental Contract; and nothing in this Addendum shall be interpreted to conflict with or diminish User's obligations under the Rental Contract.

IN WITNESS WHEREOF, the Conference 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:

**BALTIMORE-WASHINGTON
CONFERENCE OF THE UNITED
METHODIST CHURCH:**

Date: _____

By: _____

Amy Marshall
Camping Coordinator of Retreat and
Camping Ministries