

Story Crossroads - Waiver of Liability and Indemnity Agreement

Guardian of Participant Name: _____ (Please Print)

Youth/Participant Name: _____ (Please Print)

In consideration for being permitted to utilize the services and programs of Story Crossroads based in West Jordan, Utah (SC) and/or for my youth listed above to participate for any purpose, including, but not limited to, observation or use of supplies, or participation in any off-site program affiliated with SC. The undersigned, on behalf of himself/herself and such participating youth any any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, supplies, and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating youth.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating youth shall visit or utilize the facilities or place of SC programming 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, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to going to SC programming and services, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating youth shall visit or utilize SC programming or services if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify SC immediately if he or she believes that any of the foregoing access/use restrictions may apply.

SC has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that SC may revise its procedures prior to programs and services of SC.

The undersigned fully understands and appreciates both the known and potential dangers of participating in the SC programs and services and acknowledges that participation in such events, despite SC's 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 SC programs and services, the undersigned hereby agrees to the following:

The undersigned, on his or her behalf and on behalf of such participating youth, hereby releases, waives, discharges and covenants not to sue SC, its directors, officers, employees, volunteers and agents from all liability to the undersigned or such participating youth and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating youth for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating youth (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating youth) whether caused by negligence, active or passive, of SC or otherwise while the undersigned or such participating youth are in, upon, or about the premises for SC programs and services.

The undersigned hereby agrees to indemnify and hold harmless SC, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, or otherwise while the undersigned or any participating youth is in, upon, or about the premises of SC programs or services or any affiliated with SC. The undersigned understands and agrees that SC is not required to provide insurance to cover the undersigned or such participating youth in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises of any SC programs or services or any affiliated with SC.

The undersigned hereby assumes full responsibility for, and risk of illness, bodily injury, death or property damage to the undersigned or such participating youth due to negligence, active or passive, otherwise while in, about or upon the premises of SC programs and services or any programming affiliated with SC.

I have carefully read and voluntarily sign this assumption of risk, release and waiver of liability, and indemnity agreement and further agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. I am aware that by agreeing to this agreement, I am giving up valuable legal rights, including the right to recover damages from SC in case of illness, injury, death, or property loss or damage, including, for the avoidance of doubt and without limitation, exposure to COVID-19 at any SC program or service or affiliated program or service and any illness, injury or death resulting therefrom. I understand that this document is a promise not to sue and a release of and indemnification for all claims. If signing on behalf of minor: I also understand that this agreement is made on behalf of of my minor youth and/or legal wards and I represent and warrant to SC that I have full authority to sign this agreement on behalf of such minor(s).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Signature_____ Date_____

Emergency Contact Name_____ Emergency Contact Number_____