



Girl Scouts – North Carolina Coastal Pines

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

Girl Scouts – North Carolina Coastal Pines (GSNCCP) requires a signed agreement for each minor and adult participant prior to 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 – North Carolina Coastal Pines, a North Carolina nonprofit corporation (“Council”), including, but not limited to, troop meetings, activities and events (whether on a Council 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.
1. I agree to comply and to insure compliance by myself/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 state agency and local municipalities for slowing the transmission of COVID-19.
 2. 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.
 3. 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.

4. 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 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.
5. 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.
6. 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 acknowledge 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.

7. RELEASE AND WAIVER. 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 and expenses of any nature whatsoever, related to (i) my participation or my children's participation in the programs or travel related thereto, (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.

- To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any matters covered by this release that may be triable of right by a jury, and (b) waive any right to trial by jury with respect to such matters to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily. If governing law does not allow the waiver included in this paragraph, then I agree that this paragraph shall be severable from this Agreement.

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 UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. 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 TO COVID-19 AT ANY COUNCIL FACILITY OR DURING PARTICIPATION IN ANY PROGRAM OR ACTIVITY OR TRAVEL RELATED THERETO AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

IF SIGNING ON BEHALF OF MINOR: I REPRESENT THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE PARTICIPATING MINOR CHILD(REN). 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).

Date: _____ Signature: _____

PRINT NAME: _____ CONTACT NUMBER: _____

For a Minor Participant

Minor's Printed Name: _____

Parent/Legal Guardian Printed Name: _____

Parent/Legal Guardian Contact Number: _____

COVID-19 FAMILY AGREEMENT

Based on Girl Scout – North Carolina Coastal Pines In-Person Activity Guidance. GSNCCP is committed to providing a safe environment for girls, volunteers, families, and the greater community. As we begin to resume in-person activities, it is important that we follow national, state, and local guidance to help minimize the spread of COVID-19.

Prior to participating in any in-person troop or group Girl Scout activities, I agree to:

- ☐ Do a health check and stay home if my Girl Scout or household members show any of the following symptoms-
 - Fever (100.4 degrees Fahrenheit or above)
 - Cough
 - Shortness of breath
 - Sore throat
 - Headache
 - Muscle aches
 - Loss of smell or taste
- ☐ Complete review the Girl Scouts – North Carolina Coastal Pines Volunteer and Member Self-Screening Checklist prior to each in-person meeting, event, and/or activity to ensure participant(s) are meeting current health screening guidelines.
- ☐ Follow good hygiene practices.
 - Wash hands thoroughly for 20 seconds or use hand sanitizer
 - Cover coughs and sneezes with an elbow or tissue and throw away after use
- ☐ Use social distancing.
 - Maintain a 6-foot distance from others when possible.
 - Refrain from hugs, handshakes, “high-fives”, and the friendship squeeze.
- ☐ Report COVID-19 positive test results to Girl Scouts- North Carolina Coastal Pines. If your Girl Scout receives a positive test result within 14 days of participating in an in-person activity, please report this to Girl Scouts – North Carolina Coastal Pines at COVIDreporting@nccoastalpines.org. Staff will contact the families of anyone who may have been exposed during the activity. All information will remain confidential.
- ☐ Wear a face covering or mask. In accordance with NC executive orders, masks or face coverings are required at all indoor activities and strongly encouraged at all outdoor activities where social distancing of at least six feet is not feasible to protect yourself and others from spreading or contracting COVID-19. Some people may not be able to wear a mask due to medical conditions, and individuals should only wear a mask if they can reliably wear, remove, and handle the mask during the activity.

I understand Girl Scout members are not required to participate in any activity. It is the sole discretion of each individual family and their comfort level with the planned activity. If my Girl Scout will participate in person, we will follow the guidance listed above to the best of our ability.

PRINT Girl Scout Name: _____ Troop Number: _____

Parent/Guardian Signature: _____

PRINT Parent/Guardian Name: _____

Date: _____