

**BLACK BEAR LAKE**

**WAIVER, PARENTAL WAIVER, RELEASE OF LIABILITY AND COVENANT NOT TO SUE**

I, on behalf of myself, and in my legal capacity as parent or legal guardian of the minor named below (“Minor”), acknowledge and agree that any use of Black Bear Lake facilities, services, equipment and premises (collectively the “Facilities”) and any participation in Black Bear Lake camp, picnics, outings, trampoline, gymnastic and fitness activities (collectively the “Programs”) comes with inherent risks including, but in no way limited to illness, sickness or disease, resulting from any cause including without limitation epidemics, pandemics, viruses, and other pathogens. I voluntarily, for myself and for Minor, accept and assume full responsibility for these risks (both known and unknown). Accordingly, in consideration of myself and/or for Minor being allowed to use the Facilities and participate in any Programs, I, on behalf of myself and Minor, agree to the following:

**1. I ACKNOWLEDGE AND FULLY UNDERSTAND THAT I AND/OR MINOR CANNOT PARTICIPATE IN ANY ACTIVITIES IF I AND/OR MINOR AND/OR IMMEDIATE FAMILY MEMBER HAVE RECENTLY SUFFERED FROM ANY FEVER, SORE THROAT, LOSS OF TASTE, VOMITING, DIARRHEA, OR ANY OTHER COMMUNICABLE SYMPTOMS OR HAVE BEEN EXPOSED RECENTLY TO SOMEONE WITH THESE SYMPTOMS. I FURTHER ACKNOWLEDGE THAT OTHER PARTICIPANTS IN THESE ACTIVITIES MAY BE INCUBATING DISEASES INCLUDING COVID-19, AND MAY BE CAPABLE OF SPREADING DISEASE TO OTHERS INCLUDING MINOR AND/OR ME.**

**2. ON BEHALF OF MYSELF AND MINOR, I AGREE TO ASSUME ALL THE FOREGOING RISKS AND ACCEPT PERSONAL RESPONSIBILITY FOR MY OWN AND/OR MINOR’S DAMAGES FOLLOWING SUCH INJURY, OR SICKNESS ARISING OUT OF ANY DISEASE INCLUDING COVID-19 OR OTHERWISE.**

**3. ON BEHALF OF MYSELF AND MINOR, MY FAMILY, SPOUSE, ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND PERSONAL REPRESENTATIVES (COLLECTIVELY “REPRESENTATIVES”), HEREBY FOREVER RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE BLACK BEAR LAKE OPERATING CO., LLC, AND ITS AFFILIATES, ASSOCIATES, OFFICERS, BOARD OF DIRECTORS, EMPLOYEES, REPRESENTATIVES AND INDEPENDENT CONTRACTORS AND ANY FACILITIES USED BY BLACK BEAR LAKE OPERATING CO., LLC, INCLUDING THE AFFILIATES, ASSOCIATES, OFFICERS, BOARD OF DIRECTORS, EMPLOYEES AND REPRESENTATIVES OF SUCH FACILITIES (COLLECTIVELY "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 MYSELF AND/OR MINOR INCLUDING ANY DAMAGE OR INJURY OR DEATH IN ANY WAY RELATED TO COVID-19 WHILE USING AND/OR OCCUPYING ANY FACILITIES USED BY BLACK BEAR LAKE CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES, ANY THIRD-PARTY USING THESE FACILITIES, OR OTHERWISE.**

**4. ON BEHALF OF MYSELF, MINOR AND MY REPRESENTATIVES I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, LOSSES, SUITS, LIABILITIES OR COSTS OF ANY NATURE WHATSOEVER, INCLUDING CLAIMS OF NEGLIGENCE, ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF FACILITIES AND PARTICIPATION IN PROGRAMS.**

**5. THIS AGREEMENT IS VALID FOR ONE YEAR FROM THE DATE OF THE SIGNATURE BELOW.**

I have carefully read the above waiver, release, indemnification and covenant not to sue, and fully understand that by voluntarily signing below, I have given up substantial rights on behalf of myself and Minor. I agree that this agreement shall be governed by and construed in accordance with New Jersey law, and that if any of the provisions found herein are determined to be unenforceable, the remainder shall be enforced to the full extent permitted by law.

Minor(s) Name(s) (printed): \_\_\_\_\_

Signature of Minor’s  
Parent or Legal Guardian: \_\_\_\_\_

Parent/Guardian’s Name (printed) \_\_\_\_\_

Date: \_\_\_\_\_, 2020