

## **RELEASE AND WAIVER OF LIABILITY**

**PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!**

For and in consideration of Triple S Camping, LLC, and its members, managers, employees, volunteers and agents (collectively referred to hereinafter as “Resort”) allowing the undersigned participant(s) use of the Resort for camping and outdoor recreational activities (collectively referred to hereinafter as “Activities”), the participant(s) hereby freely, voluntarily and without duress execute this Release and Waiver of Liability and acknowledge the forfeiture of legal rights in accordance with the following terms:

**ASSUMPTION OF RISK.** Participant(s) acknowledges the Activities entails inherent risks of physical injury, death and/or property damage that no amount of care, caution, instruction and expertise can eliminate. Participant(s) has/have been given the chance to ask questions concerning the Resort and the Activities, and all such questions have been answered to the satisfaction of Participant(s). Having read this Release and Waiver of Liability, Participant(s) is/are fully aware of the risks and hazards associated with the Activities and hereby elect to voluntary participate in the Activities. Participant(s) voluntarily assume full responsibility for risk of loss, property damage or personal injury, including death, that may be sustained as a result of participating in the Activities.

**RELEASE AND WAIVER.** In consideration for Resort allowing Participant(s) to participate in the Activities, Participant(s) agree they will not sue Resort and release Resort from any and all liabilities, claims, demands, actions, cause of actions, costs and expenses of any nature whatsoever rising out of any loss, damage or injury, including death, that may be sustained by Participant(s) or to any property belonging to Participant(s) including loss or theft or property, arising from the Activities or while upon the premises where the Activities are being conducted.

**COVID-19.** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, social distancing is recommended. Resort has put in place preventative measures to reduce the spread of COVID-19; however, Resort cannot guarantee Participant(s) will not become infected with COVID-19. By signing this agreement, Participant(s) acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Participant(s) or their family or visitors may be exposed to or infected by COVID-19 while at Resort, and that such exposure or infection may result in personal injury, illness, permanent disability and death. Participant(s) understand that the risk of becoming exposed to or infected by COVID-19 at the Resort may result from the actions, omissions or negligence of Participant(s) and others including, but not limited to, Resort. Participant(s) voluntarily agree to assume all the foregoing risks and accept full responsibility for

any injury, illness or death to Participant(s) or anyone in Participant(s)' party. On behalf of Participant(s) and Participant(s)' party, Participant(s) hereby release, covenant not to sue, discharge and hold harmless Resort of and from any claims relating to COVID-19, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

**OTHER.** Participant(s) expressly agree that this Release and Waiver of Liability is intended to be as broad and inclusive as permitted by the laws of the State of Washington, and that this Release and Waiver of Liability shall be governed by and interpreted in accordance with the laws of the State of Washington.

Participant(s) acknowledge that Participant(s) has read this Release and Waiver of Liability, has a full understanding of the same, and freely, voluntarily and without duress executes this Release and Waiver of Liability.

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