

Berry College
Waiver of Liability, Assumption of Risks, and Indemnification Agreement

In consideration of Berry College allowing the use of a portion of its property or facilities for the purpose of attending **David Beasley Baseball Camps** occurring during the following dates, **June 7-10 2021**, I _____ (guest or camper) hereby agree to waive and release any and all claims which I or my family may now or hereafter have against Berry College, Inc., its representatives, agents, employees or assigns for any injury, illness, or damage which I suffer, unless proven such claim occurred based solely upon the gross negligence of Berry College, Inc., while on Berry property or attending a camp or activity at Berry. This includes all activities related to the camp or activity including any transportation related to the activity. I and my family agree to fully and completely indemnify and hold harmless Berry College, its representatives, agents or assigns from any claim, action, cause of action, or suit including litigation expenses and attorney fees due to any injury or damage which may have occurred on or of or arising out of or in connection with my use of said premises. I, for myself and/or my minor child (if applicable and signatures appear below), acknowledge and understand this means I knowingly and voluntarily assume any and all risks, both known and unknown, appurtenant to the use of said premises for the camp or activity, wherever on Berry's campus they may occur, and at all times I am present on said premises.

COVID-19 PANDEMIC RISKS

Acknowledgement and Assumption of Risks: Participant for herself/himself, and Parent/Legal Guardian if applicable, do hereby acknowledge and understand that participating in any camp, conference, and related activity generally involves certain risks of injury, illness, and/or death, and that during this time of an ongoing pandemic involving Covid-19, there are additional heightened risks to participants and staff due to the virus. Berry will make all reasonable effort to operate in full compliance with the requirements and protocols related to Covid-19 as set by the State of Georgia and public health authorities. I hereby acknowledge that no amount of precaution can provide a 100% guarantee that I will not be exposed to or possibly contract the Covid-19 virus, and voluntarily agree to assume such risks. I/We understand that Berry College, Inc. and any contractors or camp staff are immune from liability in relation to a participant contracting the virus under Georgia Law, unless they intentionally or recklessly expose participant. I further understand that the safety and health of all persons involved is also dependent on Participant and Parent/Legal Guardian following the requirements herein including leaving campus if/when directed to do so.

Screening by Berry and Self-Screening/Reporting Obligations: I/We acknowledge and do consent that I/We will be subject to any required screening at the main gate pursuant to Berry protocols, as well as prior to any participation. In addition to allowing such screening, it is my/our absolute obligation to self-screen and disclose to Berry main gate and Camp/Conference staff if Participant, or anyone to whom I/We may have been exposed or in close contact with is or has recently tested positive or exhibited any of the symptoms or indications of a possible Covid-19 infection, including fever, dry cough, chills, loss of taste or smell, difficulty breathing, or any other symptoms as outlined by the Centers for Disease Control.

Removal from and/or Shut Down of Camp/Conference: I acknowledge and agree that in the event I/We may have been exposed to, or personally exhibit any of the symptoms of, Covid-19, I must immediately remove myself from the camp/conference, and remain away from the Berry campus, until I/we and any immediate family members are determined to be Covid-19 free by negative test result and/or a prescribed period of self-quarantine has passed. If I test positive at any point within 10 days of my/our participation, I/We must also immediately notify Berry of the circumstances of such possible exposure or infection so that Berry may take any reasonable steps to protect others. Should Berry

or the Camp Staff decide or be required to shut down the activity due to an outbreak or requirement of any governmental authority, I will be notified as quickly as practicable by Berry.

Responsibility for Payment/No Refunds: I understand and acknowledge that if Participant is removed or prevented from participating due to Covid-19 exposure or infection, or the camp/conference is shut down at any point, Berry is not liable for any refund of any prepaid fees, and any refund I/We may receive will be the responsibility of the Camp/Conference director or staff. If the camp/conference is sponsored and run by Berry, Berry will arrange for any pro-rata refund to which you may be entitled, at Berry's sole discretion.

Waiver and Release of Claims, Indemnity and Hold Harmless: To the fullest extent allowed by law, I for myself, and Parent/Legal Guardian with full authority for all heirs, assigns, or legal representatives, do hereby forever release and discharge Berry College, Inc, including all trustees, officers, directors, employees, representatives and assigns thereof, from any and all claims of whatsoever kind or nature, including expense for medical treatment, which may arise from any cause, including any claims due to the ongoing Covid-19 pandemic and exposure to the virus, unless such exposure or claim is traceable solely to the recklessness, gross negligence or willful misconduct of the released parties. I attest that I have full authority to execute this Acknowledgement and Waiver for myself and Participant (if under 18) binding all parties named on this form and any others who may claim authority on my or Participant's behalf, and further understand Berry is relying on such attestation in allowing participation. I/We shall fully indemnify and hold harmless the released parties from any and all costs arising due to the filing of any such claim released herein, including reimbursement of all costs and reasonable attorney fees associated with responding to and defending any such claim.

Date Signed _____

Signature of Participant

Name of Participant

Signature of Guardian or Parent if Participant is under 18

Name of Guardian or Parent

Address _____

Phone _____ Cell Phone _____