



Hopetown Liability Waiver & Release

HOPETOWN PARTICIPATION AGREEMENT WITH LIABILITY WAIVER AND RELEASE

In consideration of the opportunity to participate in the activities and programs of the 2021 Hopetown Summer Sessions ("Hopetown") of Daystar Counseling Ministries, Inc. ("Daystar"), the undersigned parent(s)/guardian(s) and Hopetown participant(s) do hereby agree as follows:

I am familiar with Hopetown's programs as described through printed materials, videos, and the website. I have also had ample opportunity to ask questions about Hopetown's activities and associated risks. I understand the risks associated with attending Hopetown and participating in its activities include those associated with various locations and equipment, such as boating; motor vehicle travel; exposure to the elements of nature (including heat, cold, rain and lightning); sports and other recreation; water sports; and any animal encounters (including falls, kicks, and bites), and similar activities associated with being outdoors in the summer. I acknowledge that Hopetown activities may include access to fire; ovens and stoves; a lake, partially wooded terrain; potentially harmful plants, snakes, and other creatures. I acknowledge and affirm that due to the nature of the activities and Hopetown operations, despite the exercise of reasonable care by Daystar employees and Hopetown interns and participants, there remain risks that can result in loss or damage to property and to my child, including accidental injury, illness, permanent trauma, disability, or death. We agree that my child will conform to and adhere by the rules and regulations of Hopetown. I agree that if my child is dismissed from Hopetown for violation of the rules, regulations or instructions of a counselor or employee, I will not receive any refund of Hopetown fees. My child's safety and the safety of others depend on my child following these rules and the instructions provided by the counselors, interns, and other employees.

In addition, the novel coronavirus, COVID-19, was declared a worldwide pandemic in 2020 by the World Health Organization and continues to be an urgent public health concern. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, over the past year, federal, state, and local governments and public health agencies have recommended since it's beginning, among other precautions, social distancing and safer-at-home measures, while also curtailing the use of public spaces, offices, business facilities, and larger gatherings of virtually every kind, including retreats and activities similar to Hopetown. Even as vaccines have become widely available in the United States under emergency approval orders by the federal government, prevention measures are still strongly recommended for unvaccinated people by the U.S. Centers for Disease Control and Prevention. The Centers for Disease Control and Prevention advise that fewer children have become sick with COVID-19 compared with adults during the pandemic, but have strongly cautioned that children can be infected with the virus that causes COVID-19, get sick with COVID-19, spread the virus to others, and possibly have severe outcomes. Children with underlying medical conditions are at increased risk for severe illness from COVID-19.

As permitted by applicable law, Daystar is hosting Hopetown summer sessions from June 7, 2021, and thereafter, subject to any schedule modifications required by applicable law, and has put in place reasonable measures to reduce the spread of COVID-19, based on available guidance from our federal, state, and local governments, as well as in consultation with physicians and other professionals who are familiar with our ministry and the premises where Hopetown activities are conducted. As you know, the heart of our ministry is caring for our clients, their families, and our staff members and to love one another as Jesus has loved us first. With that as our guiding principle, we have diligently studied best practices regarding safety at Hopetown during the pandemic and have prepared detailed guidelines for how our operations will function during the pandemic. You have been provided a copy of these guidelines and the associated pre-Hopetown health screening procedures, and are asked to be familiar with and carefully abide by

these guidelines to protect your family, our staff, and the other families we serve. We and the other families we serve will be relying on the accuracy and integrity of the health screening form you submit for your child. No matter what reasonable precautions we take, however, Daystar cannot guarantee that you or your child(ren) will not become infected with COVID-19 in connection with travel to and from, participation in, or physical presence at or around Hopetown. Further, we believe it is important for all of us to acknowledge and understand that participation in Hopetown, as is true of other summer programs offered by other organizations during the pandemic, could increase your risk and your child(ren)'s risk of contracting COVID-19.

Accordingly, in consideration of the privilege of my child's voluntary participation in Hopetown, intending to be legally bound, I hereby promise to waive for myself, my child, and our guardians, heirs, executors, administrators, legal representatives and any other persons on my own behalf and on behalf of my child, any and all rights and claims for damages, demands, and any other actions whatsoever, including those attributable to simple negligence, which my child or I may have against (i) Hopetown, or any of its directors, counselors, interns, agents, employees, or the owners of the Hopetown premises, and (ii) Daystar and its officers, directors, employees, and agents ((i) and (ii) are collectively, the "Released Parties"), which said injuries arise out of or relate to my child's or my own travel to and from, participation in or physical presence at or around Hopetown. I acknowledge that I have full knowledge of the risks associated with attending Hopetown and participating in its activities. I understand that the risk of becoming exposed to or infected by COVID-19 at or around Hopetown and the premises where Hopetown activities conducted may result from the actions, omissions, or negligence of myself, my child, and others, including, but not limited to, Daystar employees, interns, volunteers, and the other Hopetown participants and their families. I expressly, knowingly, and voluntarily assume the risks involved in my child's attending Hopetown and participating in its activities. I hereby agree to hold the Released Parties harmless for any injury my child or I sustain while attending Hopetown or participating in its activities. I understand that this assumption of risk agreement remains in effect until notice of cancellation is received by Daystar. I hereby expressly waive and release any and all claims, now known or hereafter known, whether arising out of the negligence of the Released Parties or otherwise. This release is binding on my heirs, assigns and agents. I covenant not to make or bring any such claim against any of the Released Parties, and forever release and discharge Released Parties from liability under such claims. I understand that my child will not be permitted to attend Hopetown without providing this waiver and release. I hereby authorize any member of Daystar's staff, including but not limited to any director, any medical personnel, and any counselor employed by Daystar to consent to medical treatment for my child as they deem to be in the best interest of my child on any occasion when prompt treatment is recommended by a medical professional, and I am unavailable to consent to such treatment or otherwise in the event of a medical emergency. I represent that the Medical Treatment Information Form submitted for my child to Daystar is complete and accurate, and I will provide any updates to the information on that form to Daystar within a reasonable time period. I further agree that any dispute or complaint my child or I may have against the Released Parties is governed by the laws of the State of Tennessee without giving effect to any principles of conflict of laws and notwithstanding the fact that the Hopetown activities are primarily in Kentucky, and any mediation or suit regarding those claims must be initiated in Nashville, Davidson County, Tennessee. By entering my signature below, I acknowledge that I have read and understood all the terms of this Agreement, and that I am voluntarily giving up substantial legal rights, including the right to sue Daystar and the other Released Parties. I understand that THIS FOREGOING RELEASE OF LIABILITY IS INTENDED TO BE AS BROAD AS LEGALLY POSSIBLE, and I accept the terms as a condition of my child voluntarily participating in the programs and activities of Hopetown and being permitted to use the premises associated with Hopetown.

Signature of Parent/Guardian _____ Date _____