



TRẠI HỢP BẠN THẾ GIỚI HỘI ĐỒNG TRUNG ƯƠNG - HƯỚNG ĐẠO VIỆT NAM

THANG TIẾN XII

8-13 July, 2022 Oak Canyon Park 5305 E Santiago Rd, Silverado, CA 92676

www.thangtien12.com www.thangtien12.net

COVID 19 WAIVER AND RELEASE OF LIABILITY

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY RELATING TO COVID-19 READ CAREFULLY BEFORE SIGNING

The novel coronavirus, COVID-19 and variant forms has been declared a worldwide pandemic by the World Health Organization and has reported to be extremely contagious. Although the state of medical knowledge is evolving, the virus is believed to be spread from person to person through direct contact and/or by contact with contaminated surfaces and objects, even possibly through the air. People reportedly can be infected and show no symptoms (asymptomatic), as a result, unknowingly spread the disease. The exact methods of spread and contraction are currently unknown, and there may not be a treatment, cure, or vaccine for COVID-19 and variant forms yet. Evidence has shown that COVID-19 and variant forms can cause serious potentially life-threatening illness and even death.

Despite Thang Tien XII (TT12) Organizers' planning and risk management efforts to avoid the possible exposure of participants to COVID-19 and variant forms, TT12 Organizers cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 and variant forms while attending Thang Tien XII or being on TT12 premises. Therefore, your choice to attend TT12 camp, utilize TT12's services, and/or enter onto TT12's camp premises will be at your risk where you may expose yourself to and/or increase the probability of contracting or spreading COVID-19 and variant forms. TT12 Organizers shall not be liable for your health or possibility of contracting COVID-19 and variant forms.

ASSUMPTION OF RISK:

I have read and understood the warning regarding COVID-19, as listed. By signing this waiver, I hereby choose to accept the risks of contracting COVID-19 and variant forms for myself and/or my participating child(ren). TT12 Organizers' have implemented prudent efforts to advise me about the possible dangers and health risks of being exposed to COVID-19 and variant forms, which could result in quarantine requirements, serious illness, disability, and/or death for myself and/or others whom I am contact with. At my own free will, I have chosen to attend TT12 camp, utilize TT12's services and enter TT12's premises. I accept the risk of being exposed to, contracting, and/or spreading COVID-19 to participate in TT12 camp and activities, utilize TT12's services and being on premises in person. I shall not hold any TT12 Organizers or Organization accountable or liable should have I contract or spread COVID-19 and variant forms, as a result of attending TT12 camp, utilizing TT12 services or being on premises in person.

I understand that:

- Novel coronavirus ("COVID-19") infections and variant forms have been confirmed throughout the United States, including multiple cases in California and my locality. COVID-19 and variant forms are extremely contagious viruses that spreads easily through person-to-person contact.
- As with any social activity, use of TT12 facilities or services, or participation in TT12 programs, may present the risk of contracting COVID-19 and variant forms. While TT12 Organizers have taken safety and preventative precautions and measures assessed by the Risks Management Team,

TT12 Organizers can in no way guarantee that COVID-19 infection and/or variant forms will not occur through participation in TT12 programs.

TT12 Organizers and Organization will not be held liable or accountable should I contract COVID-19 or variant forms, as a result of attending TT12 camp, utilize TT12 services or being on camp premises in person.

I agree to comply and ensure compliance, along with my participating children with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the California Department of Public Health for slowing the transmission of COVID-19 and variant forms.

I agree that neither I nor my participating children shall attend TT12 camp, visit or utilize the facilities, services, and/or programs of TT12 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, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

I agree to notify TT12 Organizers immediately if I believe that any of the foregoing access/use restrictions may apply.

I acknowledge that TT12 Organizers have taken preventative steps to implement recommendations according to guidance issued by public health agencies for hindering the transmission of COVID-19 and variant forms, including, without limitation, the access/use restrictions set forth above.

I agree that TT12 Organizers may revise procedures at any time based on updated guidance and recommendations issued by public health agencies. I agree to comply with TT12 Organizers revised procedures prior to participating in, visiting, or utilizing the facilities, services, and/or the programs of TT12.

Based on the current TT12 Risk Management Team's recommendations that may be updated and changed, as needed, I acknowledge the following steps will be taken to minimize the risks of infection and transmission of COVID-19 and variant forms.

Prior to Entering Camp

Proof of vaccination (1st, 2nd, and Booster), depending on CDC/OC Health Care requirements at the time of camp. Medical exemptions from vaccination or masks will not be accepted.

Proof of **negative** COVID testing 24 hours prior to entering camp (either PCR or Rapid COVID Testing is acceptable)

- PCR Testing
 - Must be completed within 2 days
 - Test result must be negative to enter camp
- Rapid Testing
 - Must be completed within 24 hours/same day
 - Based on three types approved by FDA

I agree that neither I nor my participating children shall participate in, visit, or utilize the facilities, services, and/or programs of TT12 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.

During Camp

I or my participating child(ren) agree to wear surgical face masks at all time except when I eat or drink, according to CDC and OC Health recommendations and guidelines.

I or my participating children agree to be screened daily for temperature check and Covid-19 symptoms.

I or my participating child(ren) will do our best to stay within the campsite to minimize the risks of contracting COVID-19/variant forms from outside campsite and potentially transmitting it to others

I agree to subject myself to a rapid antigen test should I or my participating child(ren) develop any COVID-19 symptoms.

I or my participating child(ren) will do our best to sleep/stay in tents within our family household.

Risk Management for Positive COVID-19 TEST

In the event I or my participating child(ren) test positive for COVID-19 or variant forms, I or my participating (child)ren agree to leave TT12 Camp and have a PCR test completed outside of camp, as well as isolate myself or my participating children outside of camp until the PCR result(s) is confirmed.

If I or my participating child(ren) is confirmed by the PCR COVID Test, as positive for COVID-19, I understand that the TT12 Organizers will report the incident to the local Orange County Healthcare Agency or CDC and abide by their instructions and guidelines.

In addition, if I or my participating children is confirmed as PCR COVID-19 positive, my closet contacts will be screened for any COVID-19 symptoms and possibly tested with the Rapid antigen test.

In the event there's 3 or more cases of COVID-19 infection at camp, or at the order/request of the local Orange County Healthcare Agency or CDC, I, or my participating child(ren) acknowledge that TT12 Camp may be shut down and everyone will have to break/leave camp.

I further acknowledge that if camp is shut down due to a COVID-19 outbreak, I, or my participating child(ren) will not be eligible for any camp refunds.

WAIVER OF LAWSUIT/LIABILITY:

I hereby forever release and waive my right to sue TT12 Organizers, HDTU-HDVN and all its members, officers, directors, and its agents and employees, volunteers, board members and other representatives in connection with exposure, infection and/or spread of COVID-19 or variant forms related to attending TT12 camp, utilizing TT12's services and premises.

I understand that this waiver means that I forfeit my right to file any claims including, but not limited to claims due to personal injuries, death, disease or property losses, or any other loss, negligence. I forfeit my right to file any claims seeking damage reimbursements or medical/physical compensation whether known or unknown, foreseen, or unforeseen.

I further expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 is intended to be as broad and inclusive as is permitted by the laws of the State of California, and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY RELATED TO CORONAVIRUS/COVID-19 AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM *TT12 ORGANIZERS* 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 *TT12 ORGANIZERS* FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM.

I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: 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 *TT12 ORGANIZERS* THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY DURING THIS INITIAL AND ALL SUBSEQUENT EVENT OF PARTICIPATION.

Participant's Signature

Date

Participant's Name

Camper ID:

Date of Birth

Signature of Parent/Legal Guardian (if participant is under 18)

Date



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CONSENT FOR USE OF PHOTOGRAPHS/VIDEOS

I hereby authorize and give full consent to the Thang Tien 12 Organizing Committee to publish and copyright all photographs/videos in which I and/or my son/daughter may appear at the Thang Tien. I further agree that the Thang Tien 12 Organizing Committee may transfer, use or cause to be used, these photographs/videos in brochures, websites, social media, newsletters, advertisings, posters, displays, slide shows, videotapes, catalogs, CD-ROMs, and like publications, literature or materials without limitations or reservations.

I have read this Consent for Use of Photographers/videos agreement, understand it, and signed it voluntarily.

Participant's Name: _____

Camper ID: _____

Signature: _____

Date: _____

PARENT / GUARDIAN WAIVER FOR MINORS (UNDER 18 Years of Age)

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I HEREBY CERTIFY that I am the parent or guardian of _____, named above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor (Name): _____ Camper ID: _____

Signature: _____

Date: _____