

COVID-19 (Coronavirus)



PARTICIPANT'S / PARENT'S / GUARDIAN'S:

RELEASE OF LIABILITY & INDEMNITY AGREEMENT

COVID-19 is the infectious disease caused by a type of virus, known as a "coronavirus." The World Health Organization has declared COVID-19 disease a worldwide pandemic. The coronavirus that causes COVID-19 is extremely contagious and is believed to be spread from person-to-person contact and contaminated surfaces/objects. Its spread is more likely when people are in close contact with one another (within about 6 feet). As a result, federal, state, and local governments and health agencies have recommended staying away from crowded places, avoiding spending time in groups, practicing social (physical) distancing, and wearing a mask. Also, in many areas, health agencies have prohibited the congregation of groups of people.

While COVID-19 can cause mild symptoms in some individuals, in others it can lead to severe, potentially life-threatening illness, injury, permanent disability, or death. Adults over age 65 and people of any age with underlying medical problems— including, but not limited to, high blood pressure, heart or lung problems, diabetes, cancer, or a compromised immune system— are at higher risk of developing serious illness from COVID-19.

The Community Services & Parks Department ("Parks Department") of the City of Glendale ("City") has put in place preventative measures to reduce the spread of COVID-19. However, those measures will **not fully eliminate** the spread of COVID-19, because people reportedly can become infected from others who show no symptoms. Also, the City and its staff will not be able to control the actions of every program participant. For example, another participant who wants to talk to you or your child(ren) may be at a distance of less than 6 feet. Consequently, the City cannot guarantee that you and/or your child(ren) will not become exposed to or infected with COVID-19 while participating in Parks Department programming. Further, if you choose to attend one or more Parks Department programs, or if you choose to have your child(ren) attend one or more programs, you are increasing your risk, and your child(ren)'s risk, of getting COVID-19.

I UNDERSTAND AND ACKNOWLEDGE THE HIGHLY CONTAGIOUS NATURE OF COVID-19. I REALIZE THAT IN USING THE CITY'S FACILITY AND BY MY PARTICIPATING, AND/OR BY MY CHILD(REN)'S PARTICIPATING, IN ONE OR MORE OF THE PROGRAMS, I AM EXPOSING MYSELF, MY CHILD(REN), FAMILY MEMBERS, AND OTHERS TO NOT ONLY THE RISKS OF BECOMING INFECTED WITH COVID-19 AND TRANSMITTING IT TO OTHER INDIVIDUALS, BUT ALSO THE RISKS OF SUSTAINING INJURY AND DAMAGE, INCLUDING SUFFERING MILD, MODERATE, OR SEVERE ILLNESS; PERMANENT DISABILITY; OR DEATH. PLEASE INITIAL: ______.

I AM FULLY AWARE THAT I AM, AND/OR MY CHILD(REN) ARE, VOLUNTARILY USING THE CITY'S FACILITY AND VOLUNTARILY PARTICIPATING IN ONE OR MORE OF THE PROGRAMS WITH MY KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED FOR COVID-19. I HEREBY AGREE TO ACCEPT— ON BEHALF OF MYSELF AND/OR MY CHILD(REN)— ANY AND ALL RISKS OF INJURY AND DAMAGE, INCLUDING ILLNESS, PERMANENT DISABILITY, OR DEATH. PLEASE INITIAL: ______.

AS LAWFUL CONSIDERATION for the City's permitting me, and/or my child(ren), to use the City's facility and to participate in the program or programs, I HEREBY AGREE that I/we, my/our heirs, distributees, guardians, legal representatives, and assigns WILL NOT MAKE A CLAIM AGAINST, SUE, OR PROSECUTE the City, its officers, agents, employees, or volunteers for injury, damage, illness, permanent disability, or death arising out of the negligence, intentional, or other acts, howsoever caused, by the City or by any officer, agent, employee, or volunteer of the City, and/or by another program participant, as a result of my, and/or my child(ren)'s, using the City's facility and participating in the program or programs.

In addition, I HEREBY RELEASE, DISCHARGE, AND AGREE TO "INDEMNIFY" (TO COMPENSATE AND TO DEFEND) the City, its officers, agents, employees, or volunteers from and against ALL ACTIONS, CLAIMS, OR DEMANDS that I/we, my/our heirs, distributees, guardians, legal representatives, or assigns now have, or may later have from today, for injury, damage, illness, permanent disability, or death, arising out of my, and/or my child(ren)'s, using the City's facility and participating in the program or programs.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT TO INDEMNIFY BETWEEN MYSELF— AND/OR ON MY CHILD(REN)'S BEHALF— AND THE CITY, AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT THIS AGREEMENT WILL REMAIN IN EFFECT AT ALL TIMES DURING THE YEAR <u>2020</u> WHILE I, AND/OR MY CHILD(REN), USE THE CITY'S FACILITY AND PARTICIPATE IN THE PROGRAM OR PROGRAMS.

<u>Check All Boxes That Apply</u>:

I am signing this form for myself. I am the Participant. Name (Printed):

I am signing this form for my child(ren). I am the Parent or Guardian. Child(ren)'s Name(s) (Printed):

By my signature below, I certify that I am eighteen (18) years of age or older:

Dated

Participant's / Parent's / Guardian's Signature

Home Address

City, State, Zip Code

Home Telephone Number