

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/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, federal, state, and local governments, including the City of Owensville, and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The City of Owensville ("City") has put in place preventative measures to reduce the spread of COVID-19 at its Park and Receptions facilities and programs; however, the City cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, utilizing the City's Park and Receptions facilities and/or participating in programs could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by utilizing the City's Parks and Receptions facilities and/or participating in programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the City's Parks and Receptions facilities and/or participating in programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with use of the City's Parks and Receptions facilities and/or participation in programs ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my use of the City's Parks and Receptions facilities and/or participation in programs.

Furthermore, by signing this Form I also state that both neither myself nor my child(ren) have, within the last 72 hours experienced any of the following:

- A temperature greater than 100.4 degrees Fahrenheit.
- A cough.
- Shortness of breath or difficulty breathing.
- Chills.
- Repeated shaking with chills.
- Muscle pain.
- Headache.
- Sore throat.
- New loss of taste or smell.
- Come into close contact with a person having any of the above symptoms or known to be to have been either diagnosed with COVID-19 or required to quarantine.

Printed Name of Parent/Guardian

Signature of individual (Parent/Guardian)

Date

Print Full Name(s) of Child(ren) signing on behalf of

Phone Number