

Assumption of Risk, Waiver and Release 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 and federal and state health agencies recommend physical distancing and limitations for the congregation of groups and people.

The City of Marco Island (“City”) has put in place preventative measures to reduce the spread of COVID-19; however, the City **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19. Further, attending City sponsored activities could increase your risk and your child or children’s risk of contracting COVID-19.

By signing this Assumption of Risk, Waiver and Release of Liability (“Release”), I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child or children and I may be exposed to or infected by COVID-19 by attending City activities 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 City activities 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 or children or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I or my child or children may experience or incur in connection with my child or children’s attendance at City activities or programming. On my behalf and on behalf of my child or children, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City, its employees, agents, and representatives, of and from any and all 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 participation in any City program. I do hereby agree and acknowledge that this Release shall be binding on my heirs, successors and assigns.

Signature of Participant or Parent/Guardian of Participant

Date

Print Name of Participant

Name of Activity Participant(s)

**This waiver pertains to any and all activities or programs associated with the City of Marco Island.*