

**CITY OF ENTERPRISE PARKS AND RECREATION
WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of me or my child/ward being allowed to participate in any and all programs, games, practices, camps and/or related events and activities (all collectively referred to as “programs”) of the City of Enterprise Parks and Recreation Department (whether sponsored in whole or part by said Department), the undersigned acknowledges and agrees as follows:

1. Participation in the programs may include exposure to and illness, including death, from infectious diseases, including, but not limited to, MRSA, influenza, COVID-19 or as of yet some un-named, unknown or undetected virus, infection or disease (all collectively referred to as “diseases”). While particular rules, guidelines and personal discipline may be designed to, or thought to, reduce these risks, such rules, guidelines and personal discipline may not have that effect, and the undersigned acknowledges and agrees that the risk of illness and death from diseases may always exist no matter as to any rules, guidelines or personal discipline taken or attempted to be taken; and,
2. I KNOWINGLY, VOLUNTARILY AND FREELY ASSUME ALL RISKS OF INJURIES, ILLNESS OR DEATH, both known and unknown, and assume and accept full responsibility for my and my child/ward’s participation in the programs; FURTHER, I fully understand that neither the City of Enterprise nor any of its officers, officials, employees and/or agents have an obligation to guarantee or warrant my or my child/ward’s safety as to or from any all diseases while we/they participate in the programs, and I specifically do not rely on the City of Enterprise’s announcements, rules, guidelines, precautions and regulations concerning diseases in deciding whether the participate in the programs or in allowing my child/ward’s participation in the programs; and,
3. I willingly agree to comply, and to cause my child/ward to comply, with all of the terms and conditions for participation as regards to diseases or otherwise. Also, I agree that if I observe, know of or suspect any hazards, symptoms or conditions as to myself or my child/ward during my or my child/ward’s presence or participation in the programs (or as to the time before, during or after participation), I will remove myself or my child/ward from participation and bring such to the attention of the nearest City of Enterprise Parks and Recreation official immediately; and,
4. I, for myself, my child/ward and on behalf of our heirs, assigns, personal representatives and next of kin, agree to HEREBY DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS the City of Enterprise, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the programs (all collectively referred to as “RELEASEES”) from any and all claims, causes of action, damages or demands related in any manner to diseases, including, but not limited to, as such relates to any illness, bodily injuries or death, and such release shall include any such claims, etc. arising from or related to any contention that the RELEASEES failed to warn of any risks or dangers associated with diseases; any efforts, rules, guidelines or precautions, or the lack thereof, of the RELEASEES related to diseases or the alleged wrongful conduct of the RELEASEES related to disease detection or prevention measures, whether attempted or not.
5. If any term, sentence, paragraph or provision of this document is held to be invalid by a court of competent jurisdiction, such term, sentence, paragraph or provision shall be deemed to be severed and deleted; and neither such term, sentence, paragraph or provision, nor its severance and deletion, shall affect the validity of the remaining terms, sentences, paragraphs or provisions.
6. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, THREAT OR FORCE.**

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 19 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree as to the release provided above in favor of the Releasees.

Name of parent/guardian: _____

Name of child/ward: _____

Parent guardian/signature: _____

Date signed: _____