

Assumption of Risk – Indemnity, Waiver, and Release of Liability
Coronavirus/COVID-19 - WARNING

Participant Name: _____ (Please Print) DOB: _____

READ THIS DOCUMENT CAREFULLY - BY SIGNING IT YOU ARE GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER ANY DAMAGES FROM THE CITY IN CASE OF ILLNESS, INJURY, OR DEATH AT ANY CITY FACILITY AND/OR PROGRAM.

COVID-19 WARNING: The novel coronavirus that causes COVID-19 has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious and can cause illness, personal injury, permanent disability, and death.** COVID-19 can spread from person-to-person contact and by touching surfaces where COVID-19 is located. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

The **City of Denton** (the “City”) has taken steps to implement recommended guidance and preventative measures to reduce the spread of COVID-19 at the City’s premises, facilities, equipment, services, and programs (collectively, the “Facilities and/or Programs”); however, the City **cannot guarantee** that a person participating or attending the Facilities and/or Programs will not become infected with COVID-19. Due to the nature of the Facilities and/or Programs, social distancing of 6 feet per person is not possible. Further, **participation or attendance at the Facilities and/or Programs can increase** the risk that you contract COVID-19.

ACCESS/USE RESTRICTIONS. The undersigned acknowledges that the Denton County Health Official has confirmed COVID-19 infections within the corporate limits of the City. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (“CDC”) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that the undersigned shall not visit or utilize the Facilities and/or Programs of the City (other than any exclusively online services) within 14 days after: (1) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (2) exposure to any person returning from areas subject to a Level 3 Travel Health Notice, or (3) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that he/she is aware of this list and the countries listed. The undersigned agrees to check the CDC Travel Health Network (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the Facilities and/or Programs, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that the undersigned shall not visit or utilize the Facilities and/or Programs if he/she (1) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (2) has a suspected or diagnosed case of COVID-19. The undersigned agrees to notify the City immediately if he/she believes that any of the foregoing access/use restrictions may apply.

In consideration for the undersigned being permitted to utilize, observe, attend, or participate in the Facilities and/or Programs for any purpose, the undersigned, on behalf of himself/herself and any personal representatives, heirs, next of kin, successors, and assigns of the undersigned, hereby agrees to this ASSUMPTION OF RISK – INDEMNITY, WAIVER, AND RELEASE OF LIABILITY (this “Release”) and acknowledges, agrees, and represents to the following:

ASSUMPTION OF RISK. The undersigned acknowledges the inherent dangers and risk of injury from participating in recreational activities, and the contagious nature of COVID-19 and other infectious diseases, and knowingly and voluntarily accepts and assumes the risk, both known and unknown, that the undersigned may be injured from such recreational activities, or exposed to or infected by COVID-19 or other infectious disease by attending or participating at the Facilities and/or Programs, and accepts sole responsibility for any injury caused by such exposure or infection to the undersigned including, but not limited to, quarantine, personal injury, illness, disability, death, damage, loss, claim, liability, or expense (collectively, "Claims"), of any kind that the undersigned may experience or incur in connection with participation or attendance at the Facilities and/or Programs. The undersigned understands that the risk of injury or from infection by COVID-19 at the Facilities and/or Programs may result from the actions, omissions, negligence, or gross negligence of myself and others, including, but not limited to, City Representatives (defined below) and other participants or attendees at the Facilities and/or Programs.

INDEMNITY, WAIVER, AND RELEASE OF LIABILITY. THE UNDERSIGNED DOES HEREBY RELEASE, INDEMNIFY, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE, THE CITY, ITS EMPLOYEES, AGENTS, VOLUNTEERS, AND REPRESENTATIVES ("CITY REPRESENTATIVES") FROM ALL LIABILITY TO THE UNDERSIGNED AND ANY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, SUCCESSORS, AND ASSIGNS OF THE UNDERSIGNED FOR ANY AND ALL CLAIMS, DEMANDS, LIABILITIES, CAUSES OF ACTION, AND PERSONAL INJURY (INCLUDING FROM COVID-19 AND OTHER INFECTIOUS DISEASE), OF ANY KIND, TO THE UNDERSIGNED ARISING OUT OF, RELATING TO, OR AS A RESULT OF THE UNDERSIGNED ATTENDING OR PARTICIPATING AT ANY FACILITIES AND/OR PROGRAMS, WHETHER CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF CITY REPRESENTATIVES, AND WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER ATTENDANCE OR PARTICIPATION AT ANY FACILITIES AND/OR PROGRAMS.

The undersigned hereby acknowledges, agrees, warrants, and represents that he/she is binding himself/herself, and all of my heirs, executors, personal representatives, assigns, and estates. **THE UNDERSIGNED FURTHER AGREES THAT IN THE EVENT MY HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ASSIGNS AND ESTATES REPUDIATE OR ATTEMPT TO REPUDIATE THIS RELEASE I WILL PERSONALLY INDEMNIFY AND HOLD HARMLESS THE CITY REPRESENTATIVES FOR ANY LOSS AND DAMAGES OCCASIONED BY SUCH REPUDIATION.**

I have read and understand the terms of this Release and agree to its terms.

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PARTICIPANT SIGNATURE: _____ DATE: _____

Witness Printed Name: _____ Witness Signature: _____