

Waiver of Liability Form

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The World Health Organization has declared the novel coronavirus (“COVID-19”) a worldwide pandemic. 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 social distancing and have, in many locations, prohibited the congregation of groups of people. The City of Fresno Parks, After School, Recreation and Community Services (PARCS) Department has put in place preventive measures to reduce the spread of COVID-19; however, cannot guarantee that you will not become infected with COVID-19. Further, attending any City of Fresno PARCS Department programs/activities and/or facilities. could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while attending the City of Fresno PARCS Department programs/activities and/or facilities 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 of Fresno PARCS Department program/activities and/or facilities may result from the actions, omissions, or negligence of others, and myself including, but not limited to, the City of Fresno PARCS Department’s 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 myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the City of Fresno PARCS Department programs/activities and/or facilities (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the City of Fresno, its employees, agents, volunteers 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 of Fresno PARCS Department, its employees, agents, volunteers and representatives, whether a COVID-19 infection occurs, before, during or after attending any City of Fresno PARCS Department programs/activities and/or facilities.

Participant’s Signature

Date

Participant’s Printed Name (Please Print Legibly)

Age

PARENTAL CONSENT: I am the minor’s parent or guardian named above and I understand the nature of the Waiver of Liability above and verify, and consent to the minor attending the City of Fresno PARCS Department programs/activities and/or facilities. On the minor’s behalf, I hereby release, covenant not to sue, discharge, and hold harmless the City of Fresno PARCS

Department, its employees, agents, volunteers, 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. On behalf of the minor, I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City of Fresno PARCD Department, its employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after attending any City of Fresno PARCS Department programs/activities and/or facilities.

Parent/Guardian Signature

Date

Printed Name of Parent/Guardian

Age