

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)

In consideration of being allowed to voluntarily participate in Sioux Falls Parks and Recreation (SFPR) Community Center Programming (hereinafter “Voluntary Activity”), and related events and activities. I, the undersigned, hereby acknowledge and agree to the following:

1. In addition to, and not in substitution of, the Release and Waiver of Liability, Assumption of the Risk and Indemnity Agreement and Consent to Medical Treatment for Minors signed by me and my parent(s) or legal guardian on _____, 2020, for participation in SFPR Community Center Programming, which is hereby incorporated into this document by this reference, I voluntarily enter into and execute this Agreement.
2. I recognize that COVID-19 is primarily spread from person-to-person and can even be spread by people who are not showing symptoms. I further recognize that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. I recognize and voluntarily accept that the Voluntary Activity that I am agreeing to participate in may bring me into contact with persons or objects carrying the virus and that through such contact, I may become infected or infect others with COVID-19. I have been fully informed that engaging in this Voluntary Activity could **INCREASE** my risk of contracting COVID-19 and the potential to pass the virus along to others.
3. I hereby forever release, discharge and acquit the City of Sioux Falls and its officers, agents, employees, volunteers, successors, and assigns (hereinafter “Released Parties”) from any and all claims, including, but not limited to, claims for illness, death, personal injury or damage to property of any nature which may arise from or in connection with any exposure or potential exposure to COVID-19 as part of this Voluntary Activity. I release the Released Parties from responsibility for any such injury or damage, including death, that may result before, during or subsequent to the above-described activity. I agree and covenant not to sue Released Parties for any such injury or damage, including death, which may be caused by exposure or potential exposure to COVID-19 while engaging in this Voluntary Activity.
4. I agree and bind myself and my heirs, estate, executors, family, and assigns that I will indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, damage or injury, pain, suffering, illness, or loss, including death, that may occur as a result of engaging in the Voluntary Activity including any claims brought by third-parties who may have become exposed to COVID-19 by my person, or any objects or surfaces I may have come into contact with, as a result of my engagement in this Voluntary Activity.
5. I do hereby assume and accept all risk and liability for any losses, damages, expenses, personal and bodily injuries (including death), which may be suffered or sustained while engaging in this Voluntary Activity as a result of exposure or potential exposure to COVID-19. Furthermore, I recognize that if I require medical assistance as a result of any exposure to COVID-19, I agree to pay any and all costs incurred or occurring as a result of medical testing, injury or illness suffered due to such exposure. I understand neither the Released Parties, nor its insurer, or its workers’ compensation policy, provides me any medical or other coverage for injury or loss resulting from COVID-19.
6. I agree to abide by all safety guidelines explained to me by any Released Parties. I agree to use the personal protective equipment (PPE) required by the Released Parties and to follow all safety and sanitation protocols prescribed by them. I understand that I may be required to provide my own PPE and I agree to use PPE equipment in the manner approved by the Released Parties.

7. I further agree that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed, by me, under this Agreement, that I will be held responsible for attorney's fees and any costs incurred by the Released Party in defending such action.

8. I expressly agree I have carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Dated this _____ day of _____ 20____.

Minor's Name _____ Date of Birth _____

Signature _____

Address _____

Date _____

Parent's or Legal Guardian's Name _____

Date of Birth _____

Signature _____

Address _____

Date _____