

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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. It is apparent that COVID-19 is extremely contagious and is widely believed to spread from person-to-person contact and from interaction with high contact surfaces. 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 and people.

The City of Fitzgerald (City) has put in place preventative measures to mitigate the spread of COVID-19; however, the City cannot guarantee that anyone you are legally responsible for or yourself will not become infected with COVID-19 while participating in a City sponsored activity or utilization of a City facility. Further, attending City sponsored activities could potentially increase risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that those I am legally responsible for and myself may be exposed to or infected by COVID-19 by attending City activities or thru utilization of City facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at City activities and utilization of City facilities may result from the actions, omissions, or negligence of myself and/or 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 those I am legally responsible for and myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I or the party I am responsible for may experience or incur in connection with mine or his/her participation in City activities or utilization of City facilities. On my behalf and on behalf of those I am legally responsible for, 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 activity or utilization of a City facility.

I further agree to take all steps, and necessary actions to comply fully with the Executive and Emergency Orders issued by the World Health Organization (WHO), the Federal Government, the State of Georgia, and the City of Fitzgerald.

Print Names of Those You are Legally Responsible for

Signature of Participant of Parent/Guardian

Date

Print Name of Participant or Parent/Guardian
