

A-1. APPENDIX C | Waiver of Liability

CITY OF FAIRFIELD PARKS & RECREATION DEPARTMENT ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 AND PHOTO RELEASE FOR PROGRAM PARTICIPATION

By signing this agreement, I certify that I am the participant and/or parent and/or legal guardian of _____ (hereinafter referred to as "Participant(s)"); and do hereby agree to participate in the classes and all programs registered for from _____ to December 31, 2021 and/or give my permission for the minor Participant, over whom I have custody and control, to participate in the classes and programs listed above.

I understand that participation in the above listed activities may involve an element of risk and danger of accidents, and I agree to assume all such risks. I further certify that the Participant has no physical condition or other impediment which would prevent safe participation in the listed activities or endanger the Participant. I am participating and/or allowing Participant(s) to participate in this activity with knowledge of the danger involved. I accept and assume all risks of injury, death, or property damage.

PHOTO RELEASE

I also grant full permission to the City of Fairfield to use my and/or Participant(s)' name and/or photograph, video, motion picture, or recording for any publicity or promotion purposes without obligation or liability. (Opt Out _____)

COVID WAIVER AMENDMENT

The novel coronavirus, COVID-19, is a worldwide pandemic. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, the State of California and County of Solano have imposed social distancing and other public health measures.

The City of Fairfield Parks & Recreation Department has in place preventative measures to reduce the spread of COVID-19 during its activities; however, Parks & Recreation **cannot guarantee** that you or your family will not become infected with COVID-19. Further, voluntarily participating in the Parks & Recreation programs could increase your risk and our family's risk of contracting COVID-19.

By signing this agreement, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the Participant/I may be exposed to or infected by COVID-19 by our participation in Parks & Recreation Programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to the Participant or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or the Participant may experience or incur in connection with my/our participation in Parks & Recreation programs.

I hereby release, covenant not to sue, discharge, and hold harmless the City of Fairfield, its employees, agents, and representatives, of and from any COVID-19 related 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 COVID-19 Claims based on the actions, omissions, or negligence of the City of Fairfield, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my/our participation in Parks & Recreation programs.

Understanding the risks of the listed activities, and understanding that the risk of becoming exposed to or infected by COVID-19 during participation in Parks & Recreation programs may result from the actions, omissions, or negligence of myself, my family, and others, including, but not limited to, City employees, its agents, representatives, volunteers, the general contractors' participating in the Parks & Recreation programs, their subcontractors and material supplier, I hereby agree to assume those risks and release and hold harmless the City of Fairfield, its officers, employees, agents, and volunteers, from any liability to me or my heirs or assigns for damages arising out of or related to Participant's participation in the activities listed above, including any provided transportation services.

Signature _____ Print Name _____ Date _____