

**Town of Cedarburg Recreation
2022 Season Participants**

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY
AGREEMENT RELATING TO COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to be spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and other steps to avoid contracting the virus. The Town of Cedarburg, by the Town Board of Supervisors and with the recommendation of the Town's Park and Recreation Committee (hereinafter the "Town"), has put into place preventative measures to reduce the spread of COVID-19; however, **the Town cannot guarantee that you will not become infected with COVID-19 while participating in Town of Cedarburg Rec (hereinafter "TOC Rec") sports and/or activities. Further, you acknowledge and understand that said participation could increase your risk of contracting COVID-19.**

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ INITIALS By signing this Agreement, **I acknowledge the contagious nature of COVID-19 and voluntarily assume all risk that I and my family, guests and invitees may exposed to or infected by COVID-19 by participating in the TOC Rec sports and/or activities, 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 while participating in sports and/or activities may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Town officers, employees, agents, volunteers, and my family, guests and invitees.

____ INITIALS **I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my family, guests and invitees (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability or expense, of any kind, that I or my family, guests and invitees may experience or incur in connection with my participation in or spectating the TOC Rec sports and/or activities.** On my behalf and on behalf of my family, guests and invitees, I hereby release, covenant not to sue, discharge, and hold harmless the Town and its officers, employees and agents, 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 Town and its officers, employees, agents and volunteers, whether a COVID-19 infection occurs before, during such participation.

____ INITIALS I represent that I and my family, guests and invitees have adequate insurance to cover any injury or illness I or my family, guests and invitees may suffer or cause while participating in or spectating at the TOC Rec and/or activities, or else I and my family agree to bear the costs of such injury or illness.

____ INITIALS I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect.

____ INITIALS **By signing this Agreement, I agree that if I and/or my family, guests or invitees are exposed to or infected by COVID-19 while participating in or spectating at the TOC Rec sports and/or activities then I and my family, guests and invitees may be found by a court of law to have waived the right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

____ INITIALS **I have had sufficient time to read this entire Agreement and, should I choose to do so, consult with legal counsel prior to signing.** Also, I understand that my participation in the TOC Rec sports and/or activities might not be made available to me or that the cost to participate would be significantly greater if I were to choose not to sign this Agreement, and I agree that the opportunity to participate at the stated cost is return for execution of this Agreement is a reasonable bargain. I have read this Agreement and I agree to be bound by its terms.

____ INITIALS I have signed a separate Waiver and Release of All Claims connected to my participation, and I agree that the terms of said Waiver are wholly incorporated into this Agreement and that the terms of this Agreement are incorporated into said Waiver.

____ INITIALS **I agree that I will notify and inform all of my family members, guests and invitees of the terms of this Agreement and I assume all responsibility for their compliance with such terms.** I agree that I and my family members, guests and invitees will practice safe social distancing and clean hygiene while participating in or spectating at the TOC Rec sports and/or activities and will comply with all recommended guidance and protocols issued by the Centers for Disease Control (CDC), Wisconsin Department of Health (WDH), Washington Ozaukee Public Health Department (WOPHD) for slowing the transmission of and avoiding contraction of COVID-19, the Town's COVID-19 Guidelines, and The Towns' Responsible Spectator Plan.

Signature _____ **Date** _____

Print Participant's Name _____

Address _____

PARENT OR GUARDIAN CONSENT AND ACKNOWLEDGMENT

(Must be completed for participants under the age of 18)

In consideration of my above named child or ward being permitted to participate in the Town's TOC Rec sports and/or activities, I hereby provide further consent to such participation knowing the increased risk of contracting COVID-19, and acknowledge and agree to all of the terms, obligations, conditions and guidelines contained in this Agreement. I further agree to indemnify and hold harmless the Town from any claims alleging negligence which might be brought by or on behalf of my minor child or ward in any way connected with said participation.

Parent /Legal Guardian Signature _____ **Date** _____

Print Name _____ **Phone** _____