CITY OF AVON LAKE

RECREATIONAL ACTIVITY RELEASE, WAIVER, AND INDEMNITY AGREEMENT

As a parent or legal guardian, and on behalf of myself and my minor child(ren), I hereby acknowledge and agree as follows:

1. I understand the risks and hazards of the novel coronavirus ("COVID-19"), am familiar with guidelines from the Centers for Disease Control ("CDC") and the orders and best practices of the Ohio Health Department ("OHD") regarding COVID-19, am aware that the circumstances around COVID-19 are changing from day-to-day, and accept full responsibility for familiarizing myself with changes to CDC and OHD guidelines, orders, and best practices.

2. I further understand and acknowledge that there are certain inherent dangers involved in my/my child(ren)'s participation in _____, including attending as a spectator or non-active participant (hereafter "Activity"), which include the risk of injury or death from the nature of the Activity itself but also the risk of having exposure to or contracting COVID-19 as a result of my/my child(ren)'s participation in the Activity and exposure to persons or surfaces which may be infected with or contaminated by COVID-19, and that such exposure may itself include a risk of illness or death.

3. I hereby accept the risks associated with my child(ren)'s participation in the Activity including, but not limited to, injury, illness, or death, damage to personal property, or loss arising therefrom or related thereto, and voluntarily assume such risks for myself and my child(ren), whether foreseeable or unforeseeable, and voluntarily **WAIVE, RELEASE, DISCHARGE**, and **COVENANT NOT TO SUE** The City of Avon Lake, including its officials, officers, agents, employees, contractors, and assigns ("Releasees") from any liability directly or indirectly related to, arising out or, or injury, illness, or death arising from the Activity, including but not limited COVID-19 exposure, and use of facilities or equipment associated with, related to, or in conjunction with the Activity.

4. I hereby acknowledge that I am responsible for following and ensuring that my child(ren) follow(s) the applicable laws, guidelines, and best practices while utilizing any facilities or equipment associated with, related to, or in conjunction with or otherwise involved in the Activity and agree to follow and ensure that my child(ren) follow(s) the applicable laws, guidelines, and best practices while utilizing any facilities or equipment associated with, related to, or in conjunction with or otherwise involved in the Activity.

5. I further agree to **INDEMNIFY** and **HOLD HARMLESS** the Releasees from any and all claims brought by, through, or on behalf of myself, my child(ren), and any person who claims to have suffered an injury, illness, or death, including contracting COVID-19, arising from, related to, or associated with my child(ren)'s participation in the Activity.

6. I acknowledge that this waiver was expressly negotiated and is a material inducement to the Releasees for permission to participate in the Activity and use, visit, or otherwise attend any facilities or equipment associated with, related to, or in conjunction with the Activity.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE, REPRESENT, AND CONFIRM, (a) that I have read the foregoing paragraphs prior to signing it; (b) that I have signed this Agreement voluntarily as my own free act and deed; (c) that no oral representations, statements, or inducements, apart from the foregoing paragraphs, have been made to me; (d) that I am at least eighteen (18) years of age and fully competent; (e) that I execute this Agreement for full, adequate, and complete consideration, fully intending to be immediately bound hereto; and (f) **THAT BY SIGNING THIS RELEASE ON BEHALF OF MYSELF AND MY CHILD(REN) I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Date: _____ _____ _____

Print Signature

Name(s) of minor child(ren): _____ _____

_____ _____