



ASSUMPTION OF THE 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. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. 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 of people.

The Town of Ogden and the Town of Ogden Recreation Department "TOWN" has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, the TOWN, cannot guarantee that anyone working for, or attending, the programs located on the TOWN property will not become infected with COVID-19. Further, attending any program or activity on the TOWN property may increase the risk of contracting COVID-19.

By agreeing to this, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of exposure that my children and I may be exposed to, in relation to participating in programs held on the TOWN property, 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the TOWN employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my children related to participation of programming on the TOWN property including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or my children may experience in relation to programming located on the TOWN property. I hereby release, covenant not to sue, discharge, and hold harmless the TOWN, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims actions, damages, costs or expense of any kind rising out or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the TOWN, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program held on the TOWN property.

Participant Signature

Date

Participant Name: _____