

# IMPORTANT - LIABILITY WAIVER AGREEMENT

## Participant/Parental Statement of Agreement Assumption of Risk, Liability Release, Indemnification

1. I hereby recognize and acknowledge that my and/or my child(ren's) participation in recreational activities conducted through the Wellsville City Parks and Recreation Department may involve bodily injury and exposure to communicable diseases of any kind, including without limitation the novel coronavirus COVID-19, which injury or exposure may result in severe illness or even death to me and/or my child (the "Risks"). In consideration of me or my child(ren) being able to participate in activities, I, for myself, my child(ren), my heirs, my executors, administrators, and assigns, hereby voluntarily and knowingly agree to indemnify and hold harmless, defend, release, waive and discharge Wellsville City and the Wellsville City Parks and Recreation Department, their respective administrators, officers, employees, volunteers, directors, agents, coaches, coordinators and instructors of programs on contract with Wellsville City and the Wellsville City Parks and Recreation Department, and other employees or volunteers of these organizations, sponsoring agencies, advertisers, and, if applicable, owners and lessors of premises used to conduct the activities, all of which are hereinafter referred to as "Releasees," from any and all suits, claims, demands, damages, costs or fees that may arise out of or result from my or my child(ren's) participation in said recreational activities including actions authorized by Paragraph 4, below. I agree that I or my insurance company will pay for all medical, hospitalization, or any other expenses resulting from my or my child(ren's) participation in such activities.

2. The undersigned agrees that prior to participation I will: a. inspect the facilities and/or equipment to be used, and if I believe anything is unsafe, I will immediately advise management, the coach or supervisor, of such condition(s) and refuse to participate; b. agree that as the parent(s) or legal guardian(s), I will instruct my minor child(ren) prior to participating, to inspect the facilities and equipment to be used, and if my child(ren) believes anything is unsafe, they will immediately advise his or her coach or supervisor of such condition(s) and refuse to participate. I represent and warrant that (1) I and my child(ren) are in good health and in a physical condition capable of participating in the recreational activities conducted through Wellsville City Parks and Recreation Department and using the equipment and facilities provided by the same, (2) I have adequate medical or other insurance to cover and pay for any possible injury that may occur to me or the minor children, including without limitation any intensification or exacerbation of injury resulting from any preexisting medical or physical condition, (3) I am the parent or guardian of the minor children I have registered to participate, and (4) I and the minor children will read and follow all rules of recreational activities, equipment, and facilities of Wellsville City, including without limitation, the rules posted on signs within the field or facility being used and any rules or restrictions promulgated or imposed by the Governor of the State of Utah or the State or local departments of health related to the novel coronavirus COVID-19 or any other pandemic.

Parent Signature: \_\_\_\_\_

Date: \_\_\_\_\_