

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING
TO NOVEL CORONA VIRUS/COVID-19
AND
GENERAL RELEASE RELATING TO PARK ACTIVITIES AND PRESENCE AT PARK FACILITIES**

The undersigned, acting on behalf of each minor child listed below (each, a “ Minor Child “) executes this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT RELATING TO NOVEL CORONA VIRUS/COVID-19 (“ COVID-19 RELEASE “) and this GENERAL RELEASE RELATING TO PARK ACTIVITIES AND PRESENCE AT PARK FACILITIES (“ GENERAL RELEASE “) .

Minor Child: _____ (legal name) Age: _____
Minor Child: _____ (legal name) Age: _____
Minor Child: _____ (legal name) Age: _____
Minor Child: _____ (legal name) Age: _____

Park Venue: _____ Programs/Activities: _____

Date(s) of Programs/Activities: _____

In executing this COVID-19 RELEASE and GENERAL RELEASE, I acknowledge, understand, covenant and agree as follows:

1. The novel corona virus, COVID-19, has been declared a world pandemic, is EXTREMELY CONTAGIOUS, and is believed to spread primarily through person-to-person contact.
2. I have direct knowledge of, have read and understand the guidelines and protocols which have been issued by the Centers for Disease Control and Prevention, the Indiana State Board of Health, the Executive Orders of the Governor of Indiana, and the Allen County, Indiana Board of Health for decreasing the risk of novel corona virus/ COVID-19 transmission, including the wearing of masks, hand washing, and social distancing, (together, the “ Guidelines “). I recognize that the Guidelines change frequently and are subject to, modifications and revisions. I understand that the risk to each Minor Child of contracting novel corona virus/ COVID-19 may be increased by: (a) the participation of a Minor Child in the above-described Programs/Activities (the “ FWPRD Programs/Activities “) and/or the presence of a Minor Child in, on or about the grounds and facilities owned, managed, controlled or operated by the City of Fort Wayne Department of Parks and Recreation (“ FWPRD “) which comprise the Park Venue (the “ FWPRD Facilities “).
3. I agree that each Minor Child shall at all times follow the Guidelines when participating in the FWPRD Programs/Activities and when present in, on or about the FWPRD Facilities.
4. I represent that I am either the biological parent or legally appointed guardian of each Minor Child and that I have complete and unrestricted legal capacity and legal authority to contract on behalf of and to bind each Minor Child under this COVID Release and General Release and to execute this COVID Release and General Release on behalf of each Minor Child.
5. I acknowledge and agree that there are certain risks associated with each Minor Child’s participation in the FWPRD Programs/ Activities and each Minor Child’s presence in, on or about the FWPRD Facilities, including but not limited to the following risks: (a) exposure to or contraction of the novel corona virus/ COVID 19 in connection with or as a result of a Minor Child’s participation in the FWPRD Programs/Activities and/or a Minor Child’s presence in, on or about the FWPRD Facilities; (b) the increase in the risk of such exposure or contraction being caused by or resulting from the intentional or negligent acts or omissions to act (whether passive or active) by FWPRD employees, staff members, volunteers, representatives, agents, other FWPRD Programs/Activities participants or by other individuals present in, on or about the FWPRD Facilities at any time or for any reason; and (c) the risk of property damage, personal injury, disability, death or other loss of

any kind or nature caused by or in connection with a Minor Child's participation in the FWPRD Programs/Activities or presence in, on or about the FWPRD Facilities unrelated to the novel corona virus/COVID 19 (including the risk that such property damage, personal injury, disability, death or other loss of any kind or nature is caused by or results from the intentional or negligent acts or omissions to act (whether passive or active) of FWPRD employees, staff, volunteers, representatives, agents, other FWPRD Programs/Activities participants or by other individuals present in, on or about the FWPRD Facilities at any time or for any reason.

6. Notwithstanding my acknowledgment and understanding of the above-described risks, I desire for each Minor Child to participate in the FWPRD Programs/Activities and/ or be present in, on or about the FWPRD Facilities and, in consideration thereof: (a) I voluntarily and willingly assume and take sole and complete responsibility on behalf of each Minor Child for any such risk which each Minor Child may encounter; and (b) on behalf of and with the intent to contractually bind each Minor Child, I hereby forever release, waive, discharge, covenant not to sue, hold harmless and indemnify FWPRD, the City of Fort Wayne Board of Park Commissioners ("BPC "), the City of Fort Wayne, Indiana (" City ") and each of their respective officers, directors, members, employees, staff members, volunteers, representatives, agents, departments and divisions (each a Releasee/Indemnitee " and together the " Releasees/Indemnitees ") from or in connection with any property damage, personal injury, disability, death or other loss of any kind or nature which each Minor Child may suffer directly or indirectly from either : (a) such Minor Child's exposure to or contraction of the novel corona virus/COVID 19 or any related illness or condition in connection with or as a result of such Minor Child's participation in any of the FWPRD Programs/Activities or presence in, on or about the FWPRD Facilities (regardless of when such exposure or contraction occurs and whether such exposure or contraction is associated with or the result of the failure by any Releasee to observe or enforce social distancing requirements or any other Guideline); or (b) such Minor Child's participation in the FWPRD Programs/Activities or presence in, on or about the FWPRD Facilities unrelated to such Minor Child's exposure to or contraction of the novel corona virus/COVID 19.

7. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS COVID- 19 RELEASE AND GENERAL RELEASE AND AGREE THAT NO REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN OR ORAL, WHICH ARE NOT EXPRESSLY CONTAINED IN THIS COVID-19 RELEASE AND GENERAL RELEASE HAVE BEEN MADE. I AM AWARE THAT IN EXECUTING THIS COVID-19 RELEASE AND GENERAL RELEASE I AM FORFEITING THE VALUABLE LEGAL RIGHTS OF EACH MINOR CHILD, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM FWPRD, BPC AND THE CITY OCCASIONED BY PROPERTY DAMAGE, PERSONAL INJURY, DISABILITY, DEATH AND OTHER LOSS WHICH RELATES DIRECTLY OR INDIRECTLY TO THE EXPOSURE TO OR CONTRACTION OF THE NOVEL CORONA VIRUS-COVID-19 BY EACH MINOR CHILD, THE PARTICIPATION BY EACH MINOR CHILD IN THE FWPRD PROGRAMS/ACTIVITIES AND THE PRESENCE OF EACH MINOR CHILD IN, ON OR ABOUT THE FWPRD FACILITIES. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS COVID-19 RELEASE AND GENERAL RELEASE IS A PROMISE BY ME ON BEHALF OF EACH MINOR CHILD NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS WHICH MAY OTHERWISE BE ASSERTED BY ME OR ANY OTHER PARTY ON BEHALF OF EACH MINOR CHILD.

I have read and understand the terms and provisions of this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement Relating to Novel Corona Virus/COVID-19 and General Release Relating to Park Activities and Presence at Park Facilities and agree to be bound in all respects by the terms thereof.

Date: _____

Signature (Biological Parent/ Legal Guardian)
(circle one of the above)

Printed Signature