

ASSUMPTION OF RISK AND WAIVER OF LIABILITY (TO INCLUDE

CORONAVIRUS/COVID 19) RELEASE FORM

PROGRAMMING ACTIVITIES – PLEASE READ CAREFULLY

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 state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The County of Greenville, acting through its Department of Parks, Recreation & Tourism (“GCPRT”) has put in place preventative measures to reduce the spread of COVID-19; however, the County of Greenville, acting through GCPRT, cannot guarantee that you or your child/ward will not become infected with COVID-19. Further, attending GCPRT programming activities could increase your risk and your child’s/ward’s risk of contracting COVID-19.

By signing this agreement, I, as parent/guardian, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child/ward and I may be exposed to or infected by COVID-19 by attending GCPRT programming 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 may result from the actions, omissions, and/or negligence of myself and others, including, but not limited to, GCPRT employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child/ward or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child/ward may experience or incur in connection with my child’s/ward’s attendance and/or participation in GCPRT programming activities (“Claims”).

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions of this Assumption of Risk and Waiver of Liability (To Include Coronavirus/COVID 19) Release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulation. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above and do release and agree to indemnify and hold harmless the County of Greenville, GCPRT, their officers, directors, instructors, agents, employees, representatives, and volunteers from any and all liabilities incident to my minor child’s/ward’s involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

PHOTO RELEASE

Furthermore, I give my permission to have photos and/or video recordings taken of me and/or my child/ward for publicity purposes during GCPRT Programming Activities. I hereby grant and convey unto the County of Greenville and GCPRT all rights, title and interest in any and all photographic images and video or audio recordings made by County of Greenville and GCPRT during my participation and/or my child’s/ward’s participation in GCPRT Programming Activities.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.

I have entered into this document on the basis of my own information and not in reliance upon representations of the County of Greenville, its Department of Parks, Recreation & Tourism, their employees, agents, and representatives.

I further understand that this document contains the entire agreement and no oral or written agreements limiting or modifying the effect of the terms of this document exist.

I further agree that if any part of this agreement is held to be invalid or unenforceable for any reason, the balance of the agreement remains valid and enforceable.

I have read and understood this document and I agree to be bound by its terms.

Parent/Guardian's Signature: _____

Parent/Guardian's Printed Name: _____

Child's/Ward's Name: _____

Date: _____

Program Activity: _____

Program Activity Location: _____