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 City of Brecksville ("City") has put in place preventative measures to reduce the spread of COVID-19; however, the City **cannot guarantee** that you, your spouse, your child(ren) or other family members or others with whom you have contact will not become infected with COVID-19. Further, attending and/or participating in any human services and/or recreational events, programs, classes or other activities could **increase** risk to you, your spouse, your child(ren), other family members or others with whom you have contact of contracting COVID-19.

- 1. By signing this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my spouse, my child(ren), other family members or others with whom we have contact may be exposed to or infected by COVID-19 by attending and/or participating in any human services and/or recreational events, programs, classes or other activities in the City 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 City employees, volunteers, and program participants and their families.
- 2. I voluntarily agree to assume all of the foregoing risks, both known and unknown, and accept sole responsibility for any injury to me, my spouse, my child(ren) or other family members including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my spouse, my child(ren) or other family members may experience or incur in connection with my and/or my child(ren)'s attendance and/or participation in City human services and/or recreational events, programs, classes or other activities. On my behalf, and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, agents and representatives, and other participants, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this Assumption of Risk and Waiver includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City human services and/or recreational events, programs, classes or other activities.

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