

Participant Liability Waiver and Hold Harmless Agreement

Please read this form carefully and be aware that by registering for and participating in the fitness program(s), or by registering your minor child/ward for participation in the fitness program(s), you will be waiving your rights and/or the rights of your minor child/ward to all claims for injuries you or your minor child/ward might sustain arising out of these program(s) and you will be required to indemnify, hold harmless the City of Statesville Recreation & Parks Department and the City of Statesville for any claims arising out of participation in said program(s).

Registered sex offenders are prohibited from all City of Statesville Recreation & Parks Department properties and facilities. Monies paid in violation of this policy will be forfeited.

Risk of Injury: "As a participant in the program, or as a parent or legal guardian of a participant under 18 years of age, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of injuries, including death, damages, or loss which I may sustain as a result of participating in any and all activities associated with this program."

Waiver of Injury Claims: "I agree to waive and relinquish any and all claims I may have arising out of, connected with, or in any way associated with the activities of the program." Release from Liability: "I do hereby fully release and discharge the City of Statesville Recreation & Parks Department and the City of Statesville and its officers, agents and employees from any and all claims from injuries, including death, damage or loss which may occur on account of participation in the program."

Indemnity and Defense: "I further agree to indemnify, hold harmless the City of Statesville Recreation & Parks Department and the City of Statesville and its officers, agents, and employees from any and all claims from injuries, including death, damages and losses sustained by me or my minor child/ward and arising out of, connected with, or in any way associated with the activities of the program." In the event of any emergency, I authorize the City of Statesville Recreation & Parks Department to secure from any licensed hospital, physician, and/or medical personnel any treatment deemed reasonable and necessary for my minor child's immediate care and agree that I will be responsible for payment of any and all medical services rendered.

I hereby give The City of Statesville Recreation and Parks Department the right to take and permission to use photographs, videotapes and/or audiotapes of me, or in which I may be included with others for the intended purposes of media releases, brochures, flyers, or any other marketing related material used to promote Statesville Fitness & Activity Center.

I have read and fully understand and agree to the above Participant Liability Waiver and Hold Harmless Agreement. By this authorization, I hereby approve of the program and accept the facilities, equipment, supervision, and the instruction/coach, or waive the right to do so. I understand that immediately prior to any activity I have the right to inspect the facilities or equipment and will notify the instructor/coach, supervisor, or the City of any objection to the connection therein.

Signature Parent / Guardian / or Participant if 18 & over _____

Date _____

COVID-19 Waiver of Liability and Indemnity Agreement

COVID-19 is extremely contagious and is believed to be spread mainly from person-to-person contact. The Statesville Recreation and Parks Department Youth Art Class Program has put in place preventative measures to reduce the spread of COVID-19, however cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Statesville Recreation and Parks Department Youth Art Class Program could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Statesville Recreation and Parks Department Youth Art Class Program 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 at the Statesville Recreation and Parks Department Youth Art Class Program may result from actions, omissions, or negligence of myself or others, including, but not limited to Statesville Recreation and Parks Department employees, program participants, and their families.

I understand and voluntarily accept and assume all the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur to myself or my child(ren), including but not limited to illness, damage, loss, claim, liability, or expense of any kind that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance or participation in the Statesville Recreation and Parks Department Youth Art Class Program. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Statesville Recreation and Parks Department Youth Art Class Program, its employees, agents and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

Further, I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Statesville Recreation and Parks Department Youth Art Class Program, its employees, agents, representatives, whether a COVID-19 infection occurs before, during, or after participation in Statesville Recreation and Parks Department Youth Art Class Program.

Printed Name of Parent/Guardian _____

Signature of Parent/Guardian _____ Date _____

Name(s) of Children _____