

**Adult Participant Waiver, Release, Indemnification
of All Claims & Covenant Not to Sue**

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, I give up my right to bring a court action to recover compensation or obtain any other remedy for any personal injury, including illnesses such as COVID-19, or property damage however caused arising out of the named participation in North Fayette Community Center Programs/Parks, now or any time in the future.

Acknowledgment of Risk

I, in my legal capacity as the named below, do hereby acknowledge and agree that participation in activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with **North Fayette Community Center Programs/Parks** participation, including but in no way limited to: (1) slips, trips, and falls, (2) aquatic injuries, (3) athletic injuries, and (4) illness, including exposure to COVID-19, and/or any other infections with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with **North Fayette Community Center Programs/Parks** participation and that said list in no way limits the operation of this Agreement.

Coronavirus/COVID-19 Warning & Disclaimer

Coronavirus, COVID-19 is an **extremely contagious** virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing as a mean to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in North Fayette Community Center Programs/Parks or accessing any North Fayette Township's facilities could increase the risk of contracting COVID-19.** North Fayette Township in no way warrants that COVID-19 infection will not occur through participation in **North Fayette Community Center Programs/Parks** or accessing any of North Fayette Township facilities.

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of [redacted]'s participation in **North Fayette Community Center Programs/Parks**, I, [redacted], agree to release and on behalf of named above, my heirs, representatives, executors, administrators, and assigns, **HEREBY DO RELEASE** North Fayette Township, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against North Fayette Township and/or North Fayette Township Community Center/Parks on account of personal injury,

including injuries and/or illnesses caused by COVID-19, property damage, death or accident of any kind, arising out of or in any way related to the use of **North Fayette Community Center Programs** and/or facilities/equipment or participation in North Fayette Township Community Center programs/Parks whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of the named participation in **North Fayette Community Center Programs/Parks**, I, the undersigned agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action on account of personal injury (including injuries and/or illnesses caused by COVID-19), property damage, death or accident of any kind, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the named **North Fayette Community Center Programs/Parks** participation however the injury, illness (including but not limited to COVID-19) or damage occurs.

I hereby certify on behalf of myself that I have full knowledge of the nature and extent of the risks inherent in **North Fayette Community Center Programs/Parks** participation and that I, on behalf of myself I am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, illness, including, but not limited to COVID-19, property damage, or death, the named minor sustains while participating in **North Fayette Community Center Programs/Parks** and that by signing this agreement I, on behalf of myself HEREBY RELEASE Releasees of all liability for such loss, damage, illness, or death. I further certify that the named minor is in good health and has no conditions or impairments which would preclude his/her safe participation in **North Fayette Community Center Programs/Parks**. I further certify that I have not traveled outside of the country within the last sixty (60) days, and/or knowingly been exposed to anyone with COVID-19.

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, that I am therefore of lawful age (18 years or older) and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

This Waiver, Release, Indemnification and Covenant Not to Sue shall be valid through the summer of 2021, and shall remain in full force and effect at any time the participant elects to enroll in **North Fayette Community Center Programs/Parks**

Participant Name (Print Clearly)

Date

Signature