

Participant Liability Waiver and Hold Harmless Agreement and Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

Please Read the following Waiver, Release and Assumption of Risk Carefully:

In consideration of participation in a class or activity offered by *Lifetime Activities*, I understand that participation is voluntary and I and/or my child (or minor in my care) is physically fit to participate in this activity. I, for myself and/or as the parent/guardian of the minor signing up for this activity, agree to indemnify and hold *Lifetime Activities* and the City harmless and hereby waive, release and discharge any and all claims for damage, death, personal injury, bodily injury or property damage which I and/or minor may have or which hereinafter may accrue to me and/or the minor against *Lifetime Activities*, the City, City Council, employees, agents, volunteers, independent contractors and instructors from and against any liability arising out of or connected in any way with my and/or minor's participation in this class or activity, even though that liability may arise out of the negligence or carelessness on the part of the person or entities mentioned above.

I understand that this activity involves risk and that accidents or injuries can occur while I and/or my child (or minor in my care) is participating in this activity; knowing the risks, nevertheless, I hereby agree to assume those risks on behalf of me and/or the minor and to release and to hold harmless all of the persons or entities mentioned above whom might otherwise be liable to me and/or the minor (or my heirs, executors, administrators or assignees) for damages. It is further understood and agreed that this waiver, release and assumption of risks has been freely entered into and is to be binding on my/our heirs, executors, administrators or assigns.

Lifetime Activities has put in place preventative measures to reduce the spread of COVID-19; however, Lifetime Activities cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending a Lifetime Activities program or venue 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 *Lifetime Activities* programs or venues 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 a *Lifetime Activities* program or venue may result from the actions, omissions, or negligence of myself and others, including, but not limited to, *Lifetime Activities* 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(ren) 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(ren) may experience or incur in connection with my child(ren)'s attendance at *Lifetime Activities* venues or participation in *Lifetime Activities* programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless *Lifetime Activities*, its employees, agents, representatives, and the City, its employees, agents and representatives 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 release includes any Claims based on the actions, omissions, or negligence of *Lifetime Activities*, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any *Lifetime Activities* program.

I have read the above and understand that important legal rights are being waived. Further, unless otherwise indicated in writing, I agree to allow use of my image or that of the registered minor, which may be captured through video, photo, digital camera or other media for *Lifetime Activities* promotional materials and publications. No payment may be made for these photographs.

Further by checking this box I acknowledge that I have read and understand the refund policy as stated on the web site.

Name:

Signature: _____