

CITY OF SALEM
Park, Recreation and Community Services

**ASSUMPTION OF RISK AND WAIVER
OF LIABILITY RELATING TO COVID-19**

I understand and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. As a result, federal, state, and local governments and federal and state health agencies recommend social distances and have, in many locations, prohibited the congregation of groups of people.

The City of Salem Park and Recreation Department has put in place preventative measures to reduce the spread of COVID-19 and has met the recommendations of the Centers for Disease Control ("CDC") and the Commonwealth of Massachusetts Department of Health whose recommendations were based upon scientific data regarding COVID-19. However, the City of Salem Park and Recreation Department cannot guarantee that I/my child(ren)/guests will not become infected with COVID-19.

By signing his agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I/my child(ren)/guests may be exposed to or infected by COVID-19 at any point during my employment or use and/or rental of Recreation Department facilities 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 Salem Park and Recreation Department facilities may result from the actions, omissions, or negligence of myself and others.

I voluntarily agree to abide by all social distancing guidelines, Salem Park and Recreation Department rules, regulations and protocols and understand that the Salem Park and Recreation Department may revise its rules, regulations and protocols at any time based upon updated recommended guidance and protocols issued by the CDC and/or the Commonwealth of Massachusetts and further agree to comply with the Salem Park and Recreation Department's revised procedures prior to utilizing the facilities, services and programs of the Salem Park and Recreation Department.

I understand and agree that I/my child(ren)/guests will not participate or utilize the facilities, services and programs of the Salem Park and Recreation Department if I/my child(ren)/guests (i) experience symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath, (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) have been exposed to any person who has a suspected or confirmed case of COVID-19. I agree to notify the Salem Park and Recreation Department immediately if I believe that any of the foregoing employment or access/use restrictions may apply.

I understand and assume all of the foregoing risks and accept sole responsibility for any injury to myself (including but not limited to personal injury, disability, and death), illness, damages, loss, claim, liability, or expense, of any kind, that I/my child(ren)/guests may experience or incur in connection with my employment or access/use of facilities at the Salem Park and Recreation Department. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the City of Salem, the City of Salem Park and Recreation Department, 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 to employment or access/use of such facilities. I understand and agree that this release includes claims based on actions, omissions, or negligence of Salem Park and Recreation Department, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after my employment or access/use of Salem Park and Recreation Department facilities.

PARTICIPANT

Date: _____

PARENT/GUARDIAN SIGNATURE REQUIRED IF
PARTICIPANT IS UNDER 18 YEARS OF AGE

Date: _____