

CORONAVIRUS/COVID-19

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

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. Plymouth Township has put in place preventative measures to reduce the spread of COVID-19 in its recreations programs and facilities. However, Plymouth Township **cannot guarantee** that you or any minors in your care will not become infected with COVID-19. Further, participation and attendance in the Township's recreation programs and facilities could **increase** your, or any minors in your care, risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING– PLEASE SIGN AND INITIAL WHERE INDICATED

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk for myself and/or for any minors in my care that may be exposed to, or infected by, COVID-19 by participation in Plymouth Township recreation programs and that **such exposure or infection may result in personal injury, illness, permanent disability, and death;** **INITIALS:** _____

I understand that the risk of becoming exposed to, or infected by, COVID-19 in Plymouth Township recreation programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Plymouth Township, its employees, volunteers, agents, representatives program participants and their families; **INITIALS:** _____

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and any minors in my care: including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or minors in my care may experience or incur due to COVID-19 in connection with my participation in Plymouth Township recreation programs; **INITIALS:** _____

On behalf of myself and minors in my care, I hereby release, covenant not to sue, discharge, and hold harmless Plymouth Township, its employees, volunteers, 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. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Plymouth Township, its employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in a Plymouth Township recreation program. **INITIALS:** _____

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Pg 2 CORONAVIRUS/COVID-19 ASSUMPTION OF RISK AND RELEASE OF LIABILITY

In the event that I, or a minor in my care, files a lawsuit, I agree to do so in the state of Pennsylvania and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

INITIALS: _____

By signing this document, I agree that if I, or a minor in my care, is exposed or infected by COVID-19 during participation in Plymouth Township recreation programs, then I, or any minor in my care, may be found by a court of law to have waived my right or the rights of any minor in my care to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

INITIALS: _____

If I have signed a separate release of liability for myself or any minor in my care connected to participation in Plymouth Township recreation programs, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate release of liability waiver.

INITIALS: _____

Participant Name (Print): _____ **Date:** _____

Participant Signed: _____

Parent/Guardian Name (Print): _____
(if participant is under the age of 18)

Parent/Guardian Signed: _____