

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in Chicopee Parks & Recreation Department programs and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. In addition to general risks of participation, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. The City of Chicopee Parks & Recreation Department seeks to limit the spread of COVID-19 by requiring that participants stay home if they: 1) are sick, 2) are feeling any symptoms of COVID-19 as identified by the CDC (such as cough, shortness of breath or difficulty breathing, fever, chills, or new loss of taste or smell), 3) have a fever of 100°F or above, 4) are suspected of having COVID-19 or 5) had recent exposure to someone with a suspected or confirmed case of COVID-19. By signing below, I acknowledge that I will abide with these requirements to self-monitor and will take my temperature and my child(ren)'s temperature prior to participation. On behalf of myself and my family - we agree to adhere to all state, local, and other guidelines in place designed to keep people safe. I understand that Chicopee Parks & Recreation Department is not monitoring whether I or other participants comply with this requirement.

5. I understand that my participation in the Program is voluntary and that I am free to choose not to participate in said program. By signing this form, I affirm that I have decided to participate in the Program with full knowledge that the Releases will not be liable to anyone for personal injuries and property damage that I may suffer as a result of my participation in the Program.

6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, agree to RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS the City of Chicopee, Chicopee Parks & Recreation Department, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____ Team Name or Team Captain: _____

Participant signature: _____ Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releases and myself, my spouse, and child/ward do release and agree to indemnify, defend and hold harmless the Releases for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of Participant: _____ Participant's DOB: _____

Name of parent/guardian: _____

Parent guardian/signature: _____ Date signed: _____