



# Siler City Parks and Recreation Summer Open Gym 2022

## Release, Indemnity, Acknowledgement and Assumption of Risk

IN CONSIDERATION of my participation in the Town of Siler City Open Gym at Ernest Ramsey and Paul Braxton Gymnasiums (hereafter known as the Program) sponsored by the Town of Siler City, I, for myself, my heirs, executors, administrators, personal or legal representatives, successors and assigns hereby agree to:

- (i) RELEASE, WAIVE and FOREVER DISCHARGE the Town of Siler City, its elected officials, officers, employees and agents (hereafter known as the Town) from any and all claims, losses, damages or liability (present and future) on account of injury to my person or property including, without limitation, injuries which may result in my death arising out of, or in any way connected with my participation in the Program including, without limitation to the extent permitted by law, any claim, loss, liability or damage related (directly or indirectly) to acts of omissions (negligent or otherwise) of the Town and;
- (ii) INDEMINIFY, DEFEND and HOLD HARMLESS the Town from and against any and all claims, losses, liability and damages (present and future) and all costs, charges and fees (including reasonable attorneys' fees) related thereto, arising out of or in any way connected with my participation in the Program. Including, without limitation to the extent permitted by law, any claim, loss, liability or damage related (directly or indirectly) to acts or omissions (negligent or otherwise) of the Town.
- (iii) I understand that participation in the Program involves the risk of injuries, including death, and by executing this Release, Indemnity, Acknowledgement and Assumption of Risk (hereafter known as this Release) I acknowledge and assume all risk of injury or death resulting from participation in the Program.

I further agree that if any term or provision of this Release, or the application thereof, to any person or circumstance shall, to any extent, be deemed invalid or unenforceable, the remainder of this Release, or the application of such term or provision, to person or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Release shall be valid and enforceable to the fullest extent permitted by law.

### **Coronavirus Warning and 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 Siler City Parks and Recreation programs or leagues or accessing Town of Siler City facilities could increase the risk of contracting COVID-19.** Siler City Parks and Recreation and the Town of Siler City in no way warrant that COVID-19 infection will not occur through participation in Siler City Parks and Recreation programs or leagues of accessing Town of Siler City facilities.

I further agree that at the time indicated on this release I am not exhibiting symptoms of COVID-19 to include cough, shortness of breath, and fever, chills, muscle pain, headache, and sore throat, loss of taste or smell.

**THIS DOCUMENT RELEASES YOUR RIGHT TO MAKE A CLAIM IF YOU ARE INJURED OR KILLED. DO NOT SIGN IT UNLESS YOU HAVE READ IT AND UNDERSTAND IT FULLY.**

I have carefully read this Release and have executed by signing below.

Participant Name: \_\_\_\_\_ Parent/Guardian Name: \_\_\_\_\_

Relationship to Participant: \_\_\_\_\_ Primary Contact #: \_\_\_\_\_

Secondary Contact #: \_\_\_\_\_

**Parent/Guardian Signature** (must be 18 to sign): \_\_\_\_\_

**Date:** \_\_\_\_\_