

City of Moses Lake
COVID-19 Participant Assumption of Risk and Waiver of Liability
Event/Activity:_____

On March 11, 2020, COVID-19, a highly contagious disease that is spread through person-to-person contact was declared a worldwide pandemic by the World Health Organization and on February 29, 2020, Washington State Governor Jay Inslee proclaimed a public health emergency for COVID-19, beginning February 29, 2020. On March 13, 2020, U.S. President Donald Trump declared the COVID-19 outbreak a national emergency. On May 31, 2020, Governor Inslee signed Proclamation 20-25.4 implementing the Safe Start plan for a county-by-county phased reopening. Under the plan, certain activities may be resumed provided adequate social distancing measures and health standards are in place. However, even with these measures and standards in place, the City cannot guarantee that participants or spectators at recreational events or activities will not become infected with COVID-19.

By signing this form, the Participant agrees that:

1. Participation in the recreational event or activity is voluntary. The Participant acknowledges the contagious nature of COVID-19 and understands it is the sole responsibility of the Participant, and his/her parent/guardian as applicable, to evaluate carefully all risks inherent in participating in the recreational event or activity. The Participant further understands that the risk of becoming exposed to or infected by COVID-19 while participating in the recreational event or activity may result from the actions, omissions, or negligence of the Participant or others, including, but not limited to, City officials, employees, agents, volunteers, representatives and guests. The Participant, and his/her parent/guardian as applicable, voluntarily assumes full responsibility for the risk that the Participant may be exposed to or infected by COVID-19 by participating in the recreational event or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, death or other damages or expenses.
2. The Participant assumes all of the foregoing risks and accepts sole responsibility for any injury to the Participant including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the Participant or their parent/guardian may experience or incur in connection with Participant's participation in the recreational event or activity ("Claims"). The Participant releases and agrees to hold harmless and indemnify the City, its officials, employees, agents, volunteers, and representatives, from any and all liability, arising from negligence or otherwise, and any damages as a result of the Participant's participation in the recreational event or activity, including but not limited to property damage and any mental or physical bodily injury,

including death. This release includes any Claims based on the actions, omissions, or negligence of the City, its officials, employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the recreational event or activity. The foregoing waiver and assumption of risk is intended to be as broad and inclusive as is permitted by the laws of the State of Washington and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect.

3. The Participant agrees to follow all applicable safety and social distancing protocols while participating in the recreational event or activity. Failure to follow safety and social distancing protocols may result in the immediate ejection from the recreational event or activity without recourse or refund to the Participant.
4. The Participant agrees, represents, and warrants that the Participant SHALL NOT participate in the recreational event or activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) has been in close contact with any person who has tested positive for COVID-19 in the past fourteen (14) days from the date of participation in the recreational event or activity. The Participant agrees to notify the City immediately if any of the foregoing events occur during Participant's participation in the recreational event or activity.

I, the undersigned, have read the above carefully, understand its significance, and voluntarily agree to all of its terms. If the Participant is under eighteen (18) years of age, this form must be signed by the Participant's parent or guardian. For divorced/separated parents, the parent/guardian signing below attests that he/she has legal authority to provide consent for the Participant to participate in the recreational event or activity and to execute this form.

Event/Activity

Participant Printed Name	Participant Signature	Date
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Parent or Legal Guardian Printed	Parent or Legal Guardian Signature	Date
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Address	() Phone
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E-mail Address