

COVID-19: Participants' Agreement/Waiver For Use of Municipal Property

(Please print clearly or type and fill in all blanks and sign below)

Municipality: CITY OF COLUMBUS State: NE

Participant's Name(s) (i.e. User of Facility/Property, Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, Patron, Event Organizer/Host, or Other Participant):

Street Address: _____

City, State, Zip Code: _____

Telephone #: _____

Age(s) of Participant _____

If a Participant is 18 years of age or older, only Participant must sign. If a Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Participant as used in this document means any User of Facility/Property, Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, Patron, Event Organizer/Host, or Other Participant.

The undersigned has executed this document on behalf of himself/herself if he/she is a participant. The undersigned has further executed this document on behalf of all the undersigned's child(ren), if any, identified hereon if the child(ren) is/are a participant(s).

The undersigned represents and affirms that he or she is the parent and/or legal guardian of the participant 17 years old or younger named above, if any. The undersigned further represents and affirms that he or she has discussed this document with the other parent and/or legal guardian of the participant 17 years old or younger named above, if any, and other parent and/or legal guardian of the participant is in agreement with the terms and conditions described herein.

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the

property and/or public facilities of the City of Columbus and participating in or viewing adult and/or youth games, practices, other individual or group recreational activities, or using any municipal property and/or public facilities for its general purpose (including but not limited to library facilities, aquatic facilities, golf courses, horseshoe pits, outdoor amphitheaters and stages, public space for farmer's market, etc.) or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other individual or group recreational activities, or in/at the use any municipal property and/or public facilities for its general purpose (including but not limited to library facilities, aquatic facilities, golf courses, horseshoe pits, outdoor amphitheaters and stages, etc.). No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

The undersigned shall comply with all, rules, and written or verbal instructions, posted safety signs, and the *June 1st Statewide Sports Reopening Guidelines* and the *COVID-19 Coronavirus Outline of Changes to Upcoming DHMs Phase II* issued by the Governor of the State of Nebraska (and any amendments, replacements, or supplements thereto to these requirements), all other local directed health measures, and with the general rules of the property/facility being used as conditions for participation in any event and/or activity at property of the City of Columbus. The undersigned agrees to keep informed as to any updated information or guidelines and will monitor appropriate websites during the term of this Agreement.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed the User of Facility/Property, Player, Competitor, Coach, Team Manager, Official/Umpire, Volunteer, Patron, Event Organizer/Host, or Other Participant ("Participant") being allowed to participate in any adult and/or youth team or individual sports or other recreational activities on municipal property and/or public facilities, or the use of any municipal property and/or public facilities for its general purpose (including but not limited to library facilities, aquatic facilities, golf courses, horseshoe pits, outdoor amphitheaters and stages, public space for farmer's market, etc.), the Participant or the parent(s) or legal guardian (if allowed Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. **RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE** the City of Columbus (hereinafter, **Municipality**) on whose property and/or public facilities Participant participates in any adult and/or youth games, practices, or other individual or group recreational activities, or in the use of any municipal property and/or public facilities for its general purpose (including but not limited to library facilities, aquatic facilities, golf courses, horseshoe pits, outdoor amphitheaters and stages, public space for farmer's market, etc.), together with the **Municipality's** mayor and council, village board of trustees, manager/administrator, clerk, agents, volunteers, and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of the **Municipality**, participating in or viewing any such game, practice, or other group recreational activity, or other use of public facilities on the property of the **Municipality**, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, other individual or group recreational activity, or during the use of any other use any municipal property and/or public facilities for its general purpose (including but not limited to library facilities, aquatic facilities, golf courses, horseshoe pits, outdoor amphitheaters and stages, public space for farmer's market, etc.), or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.
2. **AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES** and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or

more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto or use of the property and/or public facilities of the **Municipality** in connection with any game, practice, other individual or group recreational activity, or with the using any municipal property and/or public facilities for its general purpose (including but not limited to library facilities, aquatic facilities, golf courses, horseshoe pits, outdoor amphitheaters and stages, public space for farmer's market, etc.), whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.

3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the **Municipality** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Municipality** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, other individual or group recreational activity, or the use of any municipal property and/or public facilities for its general purpose (including but not limited to library facilities, aquatic facilities, golf courses, horseshoe pits, outdoor amphitheaters and stages, public space for farmer's market, etc.), at the election of the **Municipality** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves *and* binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full. The undersigned agree(s) that this Agreement shall extend to and be binding upon any heirs, personal representatives, successors and assigns of the undersigned hereto.

I AM THE AGE OF MAJORITY, AM COMPETENT, AND HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT. I HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS. I SIGN THIS FREELY AND VOLUNTARILY WITHOUT ANY DURESS OR INDUCEMENT.

Dated this _____ of _____, 20____

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

Signature of Parent
(If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable)

Print Clearly or Type Name of Legal