



WESTERVILLE PARKS AND RECREATION

Program Waiver

350 N. Cleveland Ave | (614) 901-6500 | www.westerville.org/parks

AGREEMENT TO INDEMNIFY, AND NOT SUE, THE CITY AND RELEASE OF ALL CLAIMS

As a participant in this and any other program of the Westerville Parks and Recreation Department and/or Westerville Community Center, I, for myself or the participant from whom I sign (if under 18 years of age), recognize and acknowledge that I/we may be exposed to a variety of risks and I/we agree to assume all such risks, including but not limited to, any damage resulting from physical injuries, death, loss of service or consortium, loss of damage to property, including any remote spaces and facilities used by the participant, damages related to the participants' use of or access to the Internet, or any other loss or injury I/we may sustain as a result of participating in any and all activities connected or associated with such programs. I acknowledge that I/we have no physical limitation, or disabilities of any kind which would restrict me/us from participating. Any special accommodations needed have been noted or will be brought to the attention of the Westerville Parks and Recreation Department and/or Westerville Community Center. Any equipment or software needed to make special accommodations for the participant's online program access shall be provided by the participant at the participant's sole expense.

In consideration of the Westerville Parks and Recreation Department and/or Westerville Community Center accepting my/our registration and with the intent to be legally bound, I hereby, for myself or the participant for who I sign (if under 18 years of age) and all heirs, executors, administrators and assigns: (1) forever release, waive and relinquish any claim I/we have or may have as a result of participating in this and all other programs of the City of Westerville Parks and Recreation Department or Westerville Community Center; and (2) promise not to sue and agree to hold harmless and defend, the City of Westerville and its officers, officials, agents, employees, volunteers, independent contractors, and other representatives (referred to collectively hereinafter as "City of Westerville") from any and all claims, liabilities, demands, actions or causes of action in any way resulting from my/our participation in this and all other programs of the Westerville Parks and Recreation Department or the Westerville Community Center.

USE OF PHOTOGRAPHS:

I do hereby grant and give the City of Westerville the right to use by photograph or image (or the photograph or image of the participant for who I am signing) with or without my/our names, both single and in conjunction with other persons or objects for any and all purposes including, but not limited to, private or public presentations, advertising, publicity and promotion relating hereto. I warrant that I have the right to authorize the foregoing uses and do hereby agree to hold the City of Westerville harmless of and from any and all liability of whatever nature, which may arise out of result of such uses.

COVID 19 Waiver and Release:

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. Although the City of Westerville has implemented certain preventative measures attempting to reduce the spread of COVID-19, it cannot guarantee that people who use city facilities and equipment or participate in city programs will not become infected with COVID-19.

By signing below, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by using city facilities and equipment or participating in city programs, and that such exposure may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with using city facilities and equipment or participating in city programs. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, indemnify, and hold harmless the City, its employees, 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, including, Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after using city facilities and equipment or participating in city programs.

PLEASE READ CAREFULLY, BY AGREEING YOU WAIVE CERTAIN LEGAL RIGHTS.