

City of Wooster
Participant Waiver, Release, Indemnification of All Claims &
Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in entirety. By signing this agreement, you give up your right and that of your child or ward, if any, to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of you or your child’s or ward’s participation in City of Wooster Programs, now or at any time in the future.

Acknowledgement of Risk

I hereby acknowledge and agree that participation in City of Wooster Recreation activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with City of Wooster Recreation activities participation including but in no way limited to (1) slips, trips, and falls (2) aquatic injuries (3) athletic injuries (4) illness, including exposure to and infection with viruses or bacteria. I further acknowledge that the preceding list is not inclusive of all possible risks associated with City of Wooster Recreation activities participation and that said list in no way limits the operation of this Agreement.

Coronavirus/COVID-19 Warning & 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 means to prevent the spread of the virus. **COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in City of Wooster Recreation activities and programs or accessing City of Wooster facilities could increase the risk of contracting COVID-19.** The City of Wooster in no way warrants the COVID-19 infection will not occur through participation in City of Wooster Recreation activities and programs or accessing City of Wooster facilities.

Initial

Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation and that of my child or children in the City of Wooster Recreation activities and programs, specifically _____, I _____,

(Facility Name / Program / Activity)

(Print – ADULT’S First and Last Name)

the undersigned participant, agree to release and on behalf of myself, my heirs, representatives, executors, administrators, assigns, and my children, and/or wards, HEREBY DO RELEASE, the City of Wooster, its officers, directors, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against the City of Wooster on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of the City of Wooster facilities/equipment or participation in City of Wooster programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releases.

Initial

In consideration of my participation in City of Wooster Recreation activities and programs, I, the undersigned participant, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my or if any, my children or wards, participation in City of Wooster Recreation activities and programs.

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in City of Wooster Recreation activities and programs and that I am voluntarily assuming said risks on behalf of myself and my children and wards, if any. I understand that I will be solely responsible for any loss or damage to myself and my children and wards, if any, including personal injury, property damage, or death. I sustain while participating in City of Wooster Recreation activities and programs and that by signing this agreement I HEREBY RELEASE Releasees from all liability for such loss, damage, or death. I further certify that I, and my children and wards, if any, am/are in good health and have no conditions or impairments which would preclude my/our safe participation in City of Wooster Recreation activities and programs .

I further certify that my date of birth is _____ (MM/DD/YYYY), that my present age is _____, and that I am therefore of lawful age and otherwise legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will.

IN WITNESS WHEREOF, this instrument is duly executed this _____ day of _____, in the year _____.

Signature

Printed Name

Please complete the below portion if applicable. This agreement is signed on behalf of the following children, or wards: (list all minor participants under the age of 18 here)

