

## PARTICIPANT RELEASE AND INDEMNIFICATION AGREEMENT

-- READ BEFORE SIGNING --

I certify that my child is participating in the Town of Ross Recreation Department programs and field trips (the "Events"). I understand that "participation" in the Events may include preparing for, traveling, receiving instruction and engaging in the Events. I certify that my child is in good health and has no physical or other impediment which would endanger my child while participating in the Events.

In consideration for being allowed to participate in the Events, and their related events and activities, I, the undersigned, acknowledge, appreciate and agree that:

1. Acknowledgement of Risks. I understand that the Events are or may be dangerous and will or may involve risks of injury, loss, or damage to my child. I further acknowledge that such risks may include, but not be limited to, bodily injury, personal injury, accidents, illness, disease, death, and property loss or damage. Further, I am aware of the risk the novel coronavirus, COVID-19, presents. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. While COVID-19 can cause mild symptoms in some individuals, it can lead to severe illness and even death in others. The Town of Ross Recreation Department has put in place preventative measures to reduce the spread of COVID-19; however, the Town cannot guarantee that I or my child(ren) will not become infected with COVID-19. Further, participation in the Events could increase my risk and my child(ren)'s risk of contracting COVID-19. I understand these risks.
2. Express Assumption of Risk and Responsibility. I ***knowingly, voluntarily and freely assume all such risks***, including the risk of COVID-19 contraction, whether foreseen or unforeseen in participation in the Events, ***even if arising from the active negligence of the Town of Ross*** or others, and assume full responsibility for my child's participation, including for bodily injuries, personal injuries, accidents, death, disease, illnesses, loss or damage of personal property and expenses thereof.
3. Emergency Medical Authorization. I hereby authorize any medical treatment deemed necessary in the event of any injury while participating in the Events. I have appropriate insurance, or in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my behalf.
4. Release. I, for myself, my heirs, executors and assigns, waive, release and discharge the Town of Ross and the Ross Recreation Department, its officers, agents, employees, and volunteers (hereinafter collectively referred to as "the Town of Ross") from any and all claims for damages for death, personal injury or property damage, which are related to, arise out of, or are in any way connected with, participating in the Events even though that liability may arise out of active negligence or carelessness on the part of the Town of Ross.
5. Indemnification. I, for myself, my heirs, executors and assigns, agree to defend, indemnify and hold harmless the Town of Ross from any and all liability, claims, demands, or actions, whether personal to me or to a third party, which are related to, arise out of, or are in any way connected with, participating in the Events, even though that liability may arise out of active negligence or carelessness on the part of the Town of Ross, or its officers, agents, employees and volunteers.

**I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I AM, AMONG OTHER THINGS, GIVING UP IMPORTANT LEGAL RIGHTS AND THAT I AM GIVING UP THE RIGHT TO SUE THE TOWN OF ROSS.**

**I ACKNOWLEDGE AND CERTIFY THAT I HAVE HAD SUFFICIENT OPPORTUNITY TO READ THIS ENTIRE DOCUMENT, THAT I UNDERSTAND ITS CONTENT AND THAT I EXECUTE IT FREELY, INTELLIGENTLY AND WITHOUT DURESS OF ANY KIND, AND THAT I AGREE TO BE BOUND BY ITS TERMS.**

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her participation, and all releases provided above. For myself, my heirs, assigns, personal representatives, executors, administrators, and next of kin, I release and agree to indemnify and hold harmless the Town of Ross from any and all liabilities incident to my minor child's involvement in the Events as provided above, whether arising from the active negligence of the Town of Ross or otherwise, to the fullest extent permitted by law.

Parent/Guardian Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Signature: \_\_\_\_\_ Minor Name: \_\_\_\_\_

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

Emergency Contacts other than Parent/Guardian:

Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_