

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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. 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.

The City of Burlington ("City") has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase your or your child(ren)s risk of contracting COVID-19.

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself or my child(ren) may be exposed to, or infected by COVID-19 by attending the City program. I further acknowledge that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the City program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself 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 my or my child(ren)s attendance at the City program. On my behalf, and on behalf of my child(ren)s, I hereby agree to release, covenant not to bring claims against, indemnify, defend, and hold harmless the City and its officers and employees from liability and any claims, suits, expenses, losses, judgments, and damages arising as a result of the City or any third party's acts and/or omissions during my or my children's participation in the City program. I understand and agree that this release includes any 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 participation in any City program.

By signing below I acknowledge that I have read and understand this Assumption of Risk and Waiver of Liability and am signing it voluntarily. I understand the risks associated with participating in the City program posed by COVID-19. This agreement shall be governed by Vermont law. The unenforceability of any provision of this Assumption of Risk and Waiver of Liability shall not affect the validity and enforceability of any other provision, which shall remain in full force and effect.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Participant(s)