

CITY OF NEW SMYRNA BEACH SPORT COMPLEX
WAVIER RELEASE AND HOLD HARMLESS FORM

By signing this waiver I am stating you are not aware of any injury or health related issues you may have that would restrict yourself to participate in any city run sport leagues. I agree to assume all risk and expenses due to an injury that may occur as a result of my involvement in any city run sport league. I agree to hold the City of New Smyrna Beach or anyone acting on the cities behalf harmless in the event of an injury to myself while participating in the city run sport league.

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. Known symptoms of COVID-19 include, but are not limited to, fever, fatigue, dry cough, and difficulty breathing. 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 New Smyrna Beach has created new protocols and put in place preventative measures to reduce the spread of COVID-19; however, The City of New Smyrna Beach cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase your child(ren)s risk of contracting COVID-19.

By signing this agreement, 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 attending the City of New Smyrna Beach program and/or facility, and 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 of New Smyrna Beach program and/or facility may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of New Smyrna Beach 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), my guests, or myself including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I, my guests, or my child(ren) may experience or incur in connection with our attendance at the City of New Smyrna Beach program and/or facility. On my behalf, and on behalf of my child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless The City of New Smyrna Beach, 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. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of The City of New Smyrna Beach, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of New Smyrna Beach program and/or facility.

Additionally, I warrant that I, as well as my child(ren) and guests, do not currently have, nor have experienced the above-listed symptoms within the last fourteen (14) days; that I and my child(ren) or guests, or that anyone in our respective households, have not been diagnosed with COVID-19 within the past thirty (30) days; that to the best of my knowledge neither I nor my child(ren) or guests have not been knowingly exposed to anyone diagnosed with COVID-19 in the past thirty (30) days; and that I, my child(ren) or guests have not travelled outside of the country in the past thirty (30) days.

BY SIGNING THIS FORM, I AFFIRM THAT I AM OTHERWISE ELIGIBLE, I HAVE READ THIS DOCUMENT, AND UNDERSTAND ITS CONTENTS.

