



*MORTON PARK DISTRICT*

*349 W. Birchwood - Morton, IL 61550*

*Phone: (309) 263-7429*

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 AND OTHER COMMUNICABLE DISEASES AND PARK DISTRICT PROGRAM PARTICIPATION WAIVER**

The novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. The state of medical knowledge is ever evolving, but COVID-19 is believed to spread mainly from person-to-person contact, respiratory droplets and/or contaminated surfaces and objects. People reportedly can be infected and show no symptoms and therefore spread the disease unknowingly.

As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, (i) prohibited the congregation of larger groups of people and (ii) set and implemented recommendations, guidelines, regulations and some additional prohibitions, to which the Morton Park District (the "Park District") adheres (collectively referred to as the "Federal and State Regulations"). Further, the Park District has put in place, and will review and may modify from time to time, additional preventative measures to reduce the spread of COVID-19, as well as other communicable diseases such as influenza, N1H1, MRSA and other strains of coronavirus ("Communicable Diseases"), for its programs and facility use, including, but not limited to, the program(s) in which I am participating, have participated and/or will participate as set forth below and the use of the Morton Recreation Center and any other Park District facilities therefor (collectively "Park District Rules").

The Park District, however, cannot prevent you, your children or others from becoming exposed to, contracting, becoming infected with and/or spreading COVID-19 or other Communicable Diseases while participating in or spectating at Park District programs and/or using Park District facilities such as the Morton Recreation Center, Freedom Hall and/or any of its other park facilities. Further, attending any programs or activities managed by the Park District, as either a participant or a spectator, could increase your risk, your child(ren)'s risk and others' risk of contracting COVID-19 or other Communicable Diseases.

By signing this assumption of risk and waiver agreement, I agree for myself and/or for my child(ren) to follow all Federal and State Regulations and Park District Rules while participating in or spectating at Park District programs, including, but not limited to, participating in or spectating at the Park District program set forth below and using the Morton Recreation Center and other Park District facilities. Specifically, as expressly included within the Park District Rules hereby, I agree that neither myself nor my child(ren) shall attend or participate in a Park District program or attend and use the Morton Recreation Center, Freedom Hall or any other Park District facility, (a) if I or any of them have experienced symptoms of fever, fatigue, difficulty in breathing, dry cough or exhibited any other symptoms relating to COVID-19 or other Communicable Diseases within the last 14 days, (b) if I, my child(ren) or any member(s) of my household, in the last 14 days, traveled internationally by sea or by air, or visited any area within the United States that was reported to be highly affected by COVID-19, or (c) if I, my child(ren) or any member(s) of my household have been diagnosed to be infected with the COVID-19 virus within the last 14 days. I further understand and acknowledge that the Park District may immediately revoke my and/or my child(ren)'s participation in the Park District program set forth below or any other Park District program and/or my or my child(ren)'s use of the Morton Recreation Center, Freedom Hall and any other Park District facilities at any time for failure to follow the Federal and State Regulations and Park District Rules.

By signing this assumption of risk and waiver agreement, I acknowledge the contagious nature of COVID-19 and other Communicable Diseases and voluntarily assume the risk that I and/or my child(ren) may be exposed to or infected by COVID-19 and/or other Communicable Diseases while attending Park District programs and activities and/or using Park District facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 and/or other Communicable Diseases at Park District programs at Morton Recreation Center or any other Park District facilities may result from the actions, omissions and/or negligence of myself and others, including, but not limited to, Park District employees, volunteers, and program participants, their families, spectators and others.

In consideration for my participation and/or my child(ren)'s participation in the Park District program set forth below and entry into and use of Morton Recreation Center and any other Park District facilities, I acknowledge and voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and my child(ren), on behalf of myself and my child(ren), including, but not limited to, personal injury, disability, 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 of and/or participation in Park District programs and/or use of Park District facilities, specifically including, but not limited to, the Park District program set forth below and the use of the Morton Recreation Center and any other Park District facilities therefor ("Claims").

In consideration for my and/or my child(ren)'s participation in the Park District program set forth below and entry into and use of Morton Recreation Center and any other Park District facilities, I hereby release, covenant not to sue, discharge, and hold harmless the Park District, its Commissioners, employees, agents, contractors, insurers, attorneys and representatives, on behalf of myself and my child(ren), 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 of myself and my child(ren) based on the actions, omissions, or negligence of the Park District, its Commissioners, employees, agents, contractors, insurers, attorneys and/or representatives, whether a COVID-19 infection occurs before, during, or after attending any Park District program(s) or activities or any of the Park District facilities.

### **PARK DISTRICT PARTICIPATION WAIVER/RELEASE AND HOLD HARMLESS AGREEMENT**

In consideration of the Park District accepting the participant for this program, I hereby for myself, the participant and my heirs, executors and administrators, waive and release any and all rights, claims or causes of action which I or the participant may have against the Park District for any loss, damage or injury arising out of any activity sponsored by the Park District. If the participant is a minor, I do further agree to indemnify and hold harmless the Park District, its commissioners, officers and employees, from any claim for any loss, damage or injury sustained by the minor, including attorney fees incurred in defense thereof. The participant has no physical disability which would prevent him/her from participating in this program or which would be aggravated by participation in this program. I understand that no medical insurance is provided for program participants and I agree to accept full responsibility in case of an injury. **I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS ABOVE-REFERENCED ASSUMPTION OF RISK, WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE THE RIGHTS OF MYSELF AND MY CHILD(REN) CONCERNING LIABILITY AS DESCRIBED ABOVE, ON BEHALF OF MYSELF AND MY CHILD(REN).**

Signature:

*(if under 18 parent must sign)*

Printed Name:

Date: