

**CITY OF WAUPUN
WAIVER AND RELEASE OF LIABILITY FORM Relating to
CORONAVIRUS/COVID-19**

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS. BEFORE SIGNING THIS WAIVER AND RELEASE OF LIABILITY, READ THIS ENTIRE DOCUMENT CAREFULLY. IF YOU SIGN THIS WAIVER AND RELEASE OF LIABILITY AND AN INCIDENT OCCURS RESULTING IN INJURY OR LOSS OF PROPERTY, THEN YOU WILL BE GIVING UP LEGAL RIGHTS THAT YOU MIGHT OTHERWISE HAVE. IF YOU DO NOT UNDERSTAND ANYTHING IN THIS DOCUMENT, OR IF YOU OBJECT TO ANY PROVISION CONTAINED IN THIS DOCUMENT, YOU SHOULD NOT SIGN THIS DOCUMENT AS IT IS DRAFTED, BUT RATHER SEEK ADVICE FROM YOUR LEGAL COUNSEL. REQUESTS FOR MODIFICATIONS MAY BE DIRECTED TO THE CITY ATTORNEY'S OFFICE AT 920-324-2951 WEEKDAYS BETWEEN 9 A.M. TO NOON AND 1 P.M. TO 5 P.M.

This Waiver and Release of Liability, executed on this ___ day of _____, 2020, by _____ (the "undersigned") in favor of the City of Waupun and its elected officials, officers, employees, and agents (collectively "Municipality").

Waiver and Release

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 physical distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Waupun has put in place preventative measures to reduce the spread of COVID-19; however, the City of Waupun **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19. Further, attending City of Waupun sponsored activities could increase your risk and your child or children'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 or children and I may be exposed to or infected by COVID-19 by attending City activities 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 City activities 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.

The undersigned understands that this Waiver and Release discharges the Municipality from any liability or claim that the undersigned may have against the Municipality with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Undersigned's activities with the Municipality, whether caused by the undersigned or by the negligence of the Municipality or its officers, directors, employees, agents, or otherwise. **HOWEVER, THE MUNICIPALITY AND THE UNDERSIGNED UNDERSTAND THAT THE MUNICIPALITY IS NOT RELEASED FROM LIABILITY FOR HARM INCURRED BY THE UNDERSIGNED WHICH RESULTS FROM THE MUNICIPALITY'S INTENTIONAL OR RECKLESS CONDUCT.**

The undersigned understands that the Municipality does not assume any responsibility for any of the foregoing risks and for any injury to my child or children or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I or my child or children may experience or incur in connection with my child or children's attendance at City activities or programming. On my behalf and on behalf of my child or children, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City of Waupun, its employees, agents, and representatives, of and from any and all 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, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City of Waupun program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Activity Participant(s)