

WAIVER OF LIABILITY AND MEDICAL RELEASE AGREEMENT

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my minor children and/or I may be exposed to COVID-19 by participating in programs held on City of Tonasket ("City") property and/or coordinated or sponsored by the City. Further, I acknowledge that such exposure may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, program participants, and their families.

With full awareness and appreciation of the risks related to my and/or my minor child(ren)'s voluntary participation in City recreation programs and/or rental or use of any City facility, I, for myself and on behalf of my family (including minor children), spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the City, its elected and appointed officials, employees, officers, agents, organizers, sponsors, supervisors, contracted facilitators, or any volunteers (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor children related to COVID-19 whether caused by the negligence of the Released Parties, any third-party participating in a City program, or otherwise, while participating in any activity in, on, or around City facilities and/or City-run programs and/or while using any City facilities, equipment, or materials.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my or my minor child(ren)'s participation in City-run programs and/or while using any City facilities, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

In the event of a medical emergency, I authorize transportation to the nearest appropriate medical facility, and authorize emergency medical care if no one can be reached. If applicable, I authorize City program facilitators to administer medication to me or my child as outlined on the MIF form, and release from all liability said facilitators for any injury resulting from the administration of those medications, provided all medications are administered in accordance with the schedule and conditions. In the absence of a signature below, payment of fee and participation in the program or use of a facility shall constitute acceptance of the conditions set forth in this release. I grant full permission to use any photographs, videotapes, motion pictures, recordings, or any other record of this program for any City informational or promotional use, including on social media.

By signing below I acknowledge and represent that I have read and understand the foregoing Waiver of Liability and Indemnification and sign it voluntarily as my own free act and deed, including without limitation the Waiver of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in participating in City-sponsored programs to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Agreement shall be governed by and construed in accordance with Washington law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Agreement as a whole.

Parent/Guardian Name: _____

Date signed: _____

Parent/Guardian Signature: _____

In case of an emergency, please call:

Name: _____

Phone: _____

Name: _____

Phone: _____

List family members here:

Please ensure that you follow social distancing while traveling throughout the facility and adhere to updated COVID facility rules. Below is a list of COVID-19 symptoms that may appear 2-14 days after exposure to the virus. If you have had these symptoms or been exposed you will be asked to leave the facility and recommended to contact your medical provider.

- Fever or Chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or Vomiting
- Diarrhea