



Town of Mansfield
Parks and Recreation
Department



REV. (6/15/20)

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Town of Mansfield Parks and Recreation Department programs, related events, activities, and facilities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes inherent risks, including but not limited to possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules, guidelines and personal discipline may reduce this risk, the risk of serious illness, injury and death does exist; and as such,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility and liability for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I agree to immediately inform the program/facility if the participant and/or any other person living with the participant has been informed that he/she has been tested positive or exposed to any such pathogen; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, do HEREBY RELEASE AND HOLD HARMLESS the Town of Mansfield their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, claim or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____ Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____ Date signed: _____