

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus (COVID-19) has been declared a worldwide pandemic. 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 social distancing and have, in many locations, prohibited the congregation of groups of people. The Texas Governor pursuant to Executive Order GA-23 and a subsequent proclamation which amended that order, has defined “amateur sporting events”, “youth sports programs”, and “recreational sports programs for adults” as “covered services” meaning that such activities may now take place, subject to conditions. In addition, the Governor has also found in general parks and their amenities are “essential activities” and should be opened to the public.

Pursuant to all these activities, the state has issued “minimum health standard protocols”. The protocols apply not only to the operators of sports and parks facilities, such as the City of Kerrville, TX, but they also apply to participants, families, and club teams and they may be amended. **Everyone has a part to play in terms of responsibilities and safe practices.**

The City and where applicable, its operators and licensees, are following the protocols and have put in place preventative measures to reduce the spread of COVID-19; however, no one and certainly not the City can guarantee that you or your child(ren) will not become infected with COVID-19. Further, by attending any program or event or using any City facility, you may increase your child(ren)s risk of contracting COVID-19.

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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 using a City facility, park, or attending an event on its property (collectively referred to herein as “City Property”), 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 on City Property may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, users, and 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) or myself including, but not limited to, personal injury, disability, and 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 child(ren)s use of or attendance on City Property. On my behalf, and where applicable, on behalf of my child(ren)s, **I hereby release, covenant not to sue, discharge, and hold harmless the City, 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, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use or participation in any program on City Property.

Signature of User/Parent/Guardian (where applicable)

Date

Print Name of User/Parent/Guardian

Name of Participant(s)
(where applicable)