

# Decatur City Pool

## RELEASE AND WAIVER OF LIABILITY AGREEMENT

I/We, \_\_\_\_\_ (“Parent(s)” or “Guardian”) of the following “Participant(s)”, acknowledge that he/she will be participating as guests of the Decatur Swimming Pool:

Participant Name (First and Last) \_\_\_\_\_

Participant Name (First and Last) \_\_\_\_\_

Participant Name (First and Last) \_\_\_\_\_

Participant Name (First and Last) \_\_\_\_\_

**I AM AWARE OF THE COVID-19 PANDEMIC AND RELATED GOVERNMENTAL ORDERS, DIRECTIVES AND GUIDELINES (COLLECTIVELY “DIRECTIVES”), INCLUDING DIRECTIVES FOR FREQUENT HAND WASHING, SOCIAL DISTANCING AND USE OF FACE MASKES IN PUBLIC LOCATIONS. I AM AWARE THAT THESE ACTIVITIES ARE OCCURRING IN A PUBLIC LOCATION DURING THE COVID-19 PANDEMIC, AND ARE THEREFORE HAZARDOUS ACTIVITIES. I AM AWARE THAT PARTICIPANT COULD BE INFECTED WHILE PARTICIPATING IN THE ACTIVITIES DESCRIBED ABOVE AND THAT SUCH INFECTION COULD LEAD TO SERIOUS INJURIES, HOSPITALIZATION, OR EVEN DEATH DUE TO COVID-19. AS THE PARENT(S) OR GUARDIAN OF THE PARTICIPANT, I/WE VOLUNTARILY ALLOW PARTICIPANT TO PARTICIPATE IN THESE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH OR PROPERTY DAMAGE TO ME/US AND PARTICIPANT, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN.**

Parent(s) or Guardian’s initials: \_\_\_\_\_

As consideration for Participant being permitted by the City of Decatur, Indiana, its Parks and Recreation Department, the Decatur Parks and Recreation Board participate in activities at the Decatur City Pool. I/We as Parent(s) or Guardian of the Participant for myself/ourselves and Participant forever release the City of Decatur, Indiana, the Decatur Parks and Recreation Department and Board, along with their respective directors, officers, employees, volunteers, agents, contractors, and representatives (collectively “Releasees”) from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that I/We and Participant, our assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related to (i) Participants participation in these activities, (ii) the negligence or other acts of any Releasee, whether directly connected to these activities or not, and however caused, or (iii) the condition of the premises where these activities occur, whether or not Participant is then participating in the activities. I/We also agree that I/We and Participant, our assignees, heirs, distributes, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

**I/WE HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM/ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT, MYSELF/OURSELVES AND THE CITY OF DECATUR, INDIANA, THE DECATUR PARKS AND RECREATION DEPARTMENT AND BOARD AND SIGN IT OF MY/OUR OWN FREE WILL.**

Parent(s) or Guardian

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_

Sign: \_\_\_\_\_ Print: \_\_\_\_\_ Date: \_\_\_\_\_