

**COVID-19 PROGRAM PARTICIPANT LIABILITY,
INDEMNIFICATION AND WAIVER RELEASE**

I acknowledge that I voluntarily have applied, for myself and/or any additional family members or minors in my care, to participate in any Rosemont Park Districts programs, special events, swimming pool, indoor or outdoor fields, bocce court, basketball courts, playgrounds, splash pad and any facility that is either owned by the Rosemont Park District or owned by the Village of Rosemont and operated in whole or in part by the Rosemont Park District.

I understand and acknowledge that my participation in any Village of Rosemont or Rosemont Park District programs, special events, swimming pool, indoor or outdoor fields, bocce court, basketball courts, playgrounds, splash pad and upon any facility/property owned by Rosemont Park District or owned by the Village of Rosemont and operated by the Rosemont Park District is wholly voluntary. I am fully aware that there are risks and hazards connected with participation in the event. These risks include, but are not limited to, those associated with communicable disease such as the novel coronavirus, COVID-19, which is extremely contagious and is believed to spread through person – person contact. These risks include the contraction or further transmission of COVID-19, contraction of which may include severe illness, injury, and death. I understand that neither the Rosemont Park District nor the Village of Rosemont are responsible for my safety and that the risk of contracting COVID-19 or any other disease cannot be eliminated. I hereby elect to voluntarily participate in activities, and voluntarily assume full responsibility for any risks of loss, personal injury, including death, that may be sustained by me (my son, daughter) as a result of participating in any event that is either operated by, or held upon property owned by, either the Village of Rosemont, or the Rosemont Park District.

By signing this release of liability and participating, and in consideration for being permitted to participate, I do hereby, for myself, my heirs, executors, administrators and assigns, and/or for additional family member and minors in my care for whom I am submitting a registration, fully and forever release, indemnify, and discharge the Rosemont Park District, the Village of Rosemont and their officers, officials, department, and other representatives and their heirs, administrators, successors and assigns, from any and all manner of action, cause of action, suits, debts, accounts, controversies, damages, claims and demands whatsoever, which I or my legal representative, and/or any minors in my care may have or acquire against the Rosemont Park District, the Village of Rosemont or any of their officers, agents and other representatives, by reason of any loss resulting from personal injury or damage to personal property belonging to me and/or any minors in my care which may occur during or by reason of my, and/or any additional family member' or minors' in my care, participation, whether the same be known or unknown, anticipated or unanticipated. I fully and forever release and discharge the Rosemont Park District, the Village of Rosemont and their employees, staff, volunteers, vendors, consultants and agents from any and all negligent acts and omission in the same.

I Agree, for myself and/or for any additional family members or minors in my care, to comply with all the Rosemont Park District and/or Village of Rosemont rules and regulations, including any rules and regulation that pertain to COVID-19, and/or any additional family members, minors in my care, have registered, and understand and agree that noncompliance with any such rules and regulations by me, or any minors in my care, may result in termination of the privilege to participate. I further understand that I shall refrain from participation if I or anyone with whom I have had direct recent contact exhibits symptoms of COVID-19, and/or any additional family members or minors in my care, have registered, and understand and agree that noncompliance with any such rules and regulations by me, or any minors in my care, may result in termination of the privilege to participate. I further understand that I shall refrain from participation if I or anyone with whom I have had direct recent contact exhibits symptoms of COVID-19, as set out by U.S. Center for Disease Control. I agree that I shall have the obligation to give notice to the Rosemont Park District if I or anyone with whom I have had direct recent contact exhibits symptoms of COVID-19 at any time prior to and within 14 days following the last time I participated in or upon any facility owned or operated by either the Rosemont Park District or the Village of Rosemont. In the event of such a termination for cause, I understand that I will not be entitled to be reimbursed for any registration, activity or programs fees.

I agree that this Liability, Indemnification and Waiver Release shall be construed in accordance with the laws of the State of Illinois and that Cook County, Illinois, shall be the forum for any disputes or lawsuits filed under or incident to the document by or against either the Rosemont Park District or the Village of Rosemont.

Further, I agree to indemnify, hold harmless, and defend the Rosemont Park District and the Village of Rosemont from and against any and all actions, causes of action, claims, charges, demand, losses, damages, costs, attorney's fees, judgements, liens, indebtedness and liabilities of ever kind of character, whether known or unknown, including foreseen or unforeseen bodily injury and personal injuries and property damages that may be sustained by my family members, minors in my care, or any other person in any way connected to, related to, or arising out of my participation in any program or at any facility owned or operated by either the Rosemont Park District or the Village of Rosemont. I also understand that if I attempt to sue the Rosemont Park District or the Village of Rosemont in violation of this agreement, the Rosemont Park District and/or the Village of Rosemont may seek to recover all of their costs, including legal fees.

In the event any waiver or release shall be found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, including but not limited to any agreement to indemnify the Rosemont Park District and/or the Village of Rosemont shall not in any way be affected or impaired thereby.

With the intent to be legally bound, I acknowledge and represent that I have read this Liability, Indemnification and Waiver Release, that I understand same, and that I voluntarily sign below in order to evidence my agreement with the terms set forth herein, with full knowledge of the educational benefits and possible risks associated with my participation in any program or at any facility owned or operated by either the Rosemont Park District or the Village of Rosemont.

I have read and understood this COVID-19 Liability, Indemnification and Waiver Release Agreement. I have voluntarily signed this release.

Participant Name(s):

Participant Signature:

If the person executing the foregoing release is a minor, the following section must be completed.

I represent that I am a parent or legal guardian of the minor who has signed the above release, and I hereby agree that we both shall be bound by it.

Signature of Parent or Legal Guardian: _____