

**PARENTS / GUARDIANS**

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

The novel coronavirus, COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 has been shown to spread easily from person-to-person and is considered extremely serious to the elderly and those with certain pre-existing medical conditions. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and other safeguards to prevent the spread of the virus among the populace.

I understand that the City of Carlsbad has established numerous preventative measures to reduce the spread of COVID-19; however, the city cannot guarantee that you or your child will not become infected with COVID-19. Further, attending city programs, activities and/or events could increase my risk and my child(ren)'s risk of contracting COVID-19.

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 with COVID-19 by participating in a City of Carlsbad, class, program, activity and/or event and that such exposure or infection may result in personal injury, serious illness, permanent disability, including death. I understand that the risk of becoming exposed or infected by COVID-19 at any City of Carlsbad class, program, activity and/or event may result from the actions, omissions, or negligence of myself and others, including but not limited to City of Carlsbad employees, officers, agents, volunteers, elected and appointed officials, other participants and their families.

I voluntarily agree to assume all of the forgoing risks and accept sole responsibility for any injury to my child(ren) or myself (including but not limited to, personal injury, disability and death), and to include any and all damages, loss, claims, liability, or expenses of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at any City of Carlsbad class, program, activity and/or event ("Claims").

On my behalf and on behalf of my children (and any child I am legal guardian of), I hereby release, covenant not to sue, discharge and hold harmless the City of Carlsbad, its employees, officers, agents, volunteers, elected and appointed officials; collectively "Released Parties," of and from any and all claims, including all liabilities, 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 of Carlsbad, including its officers, agents, employees, volunteers and elected and appointed officials and representatives, whether a COVID-19 infection occurs before, during or after participation in any City of Carlsbad class, program, event or activity.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

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Signature of Parent/Guardian

Date

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Name of Parent/Guardian

Name of Participant(s)