



**ACKNOWLEDGMENT OF ASSUMPTION OF RISK AND RELEASE
IN CONNECTION WITH PUBLIC HEALTH EMERGENCY**

(Liberty County Recreation Department)

The public health emergency posed by Coronavirus Disease 2019 (to include any mutation or variant thereof, "COVID-19") requires appropriate planning on the part of the Liberty County Recreation Department (the "Department") and careful consideration on the part of all volunteers, participants, and other persons involved in sports and other programs and activities offered by the Department during calendar year 2021 (collectively, the "Recreation Programs"). The following (this "Agreement") is intended to confirm your willingness to participate (or, if applicable, have your child participate) in the Recreation Programs during the COVID-19 public health emergency and establish some of the conditions of participation. As used herein, "you", "your", or variations thereof, refers to the undersigned. **PLEASE INITIAL THE BOTTOM OF EACH PAGE AND DATE AND SIGN PAGE THREE.**

I. COVID-19 AND ITS POTENTIAL RISKS.

COVID-19 is a disease caused by the SARS-CoV-2 virus, which is **highly contagious**. **Infection with SARS-CoV-2 can result in severe illness, disability, and death**. Currently available information indicates that **adults 65 years and older and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19**. **If you are concerned that you may be at higher risk for severe illness from COVID-19 or have any questions or concerns regarding how your participation (or, if applicable, that of your child) in the Recreation Programs might impact your or their health, you should immediately consult a healthcare professional**. You are further advised to refer to and monitor the website maintained by the U.S Center for Disease Control and Prevention ("CDC") at cdc.gov for the latest information regarding COVID-19, including recommendations for high-risk populations.

II. YOUR CHOICE TO PARTICIPATE; ASSUMPTION OF RISK.

While the Department has implemented measures intended to protect participants (including, if applicable, your child) (as the same may now or later be established, the "Preventive Measures"), **the Department cannot guarantee that you or, if applicable, your child will not become infected with the SARS-CoV-2 virus, even if all of these Preventative Measures are strictly observed**. **Indeed, participation in the Recreation Programs may likely increase your (or, if applicable, your child's) risk of contracting COVID-19**. It is for this reason that your (or, if applicable, your child's) participation in the Recreation Programs must be your decision alone.

IN THIS REGARD, YOU ACKNOWLEDGE THE HIGHLY CONTAGIOUS NATURE OF THE SARS-CoV-2 VIRUS AND THE POTENTIAL HEALTH CONSEQUENCES OF INFECTION (INCLUDING SEVERE ILLNESS, DISABILITY, AND DEATH), AND VOLUNTARILY ASSUME THE RISK OF BEING EXPOSED TO AND INFECTED BY SARS-CoV-2, AS WELL AS CONTRACTING COVID-19, AS A RESULT OF YOUR PARTICIPATION (OR, IF APPLICABLE, YOUR CHILD'S PARTICIPATION) IN THE RECREATION PROGRAMS. You also agree to strictly observe all Preventative Measures (and, if applicable, ensure that your

child also strictly observes all Preventative Measures), and acknowledge that the Department does not guarantee the successful implementation or efficacy of the same.

Additionally, you agree, on behalf of yourself and any child participating in any Recreation Program, to (1) comply with all applicable public health orders and guidance issued by the Georgia Department of Public Health or the Governor of the State of Georgia (including all quarantine and isolation guidelines) relating to COVID-19, as well as any and all rules and protocols which may be published by the Department; and (2) monitor the latest information regarding COVID-19 made available from the Georgia Department of Public Health, which is available at <https://dph.georgia.gov>. Without limiting the foregoing, you specifically agree that you (and, if applicable, your child participating in any Recreation Programs) will take appropriate measures to avoid being exposed to or transmitting the SARS-CoV-2 virus, and will not participate in any Recreation Programs or enter any facility, park, or other property hosting any Recreation Programs if you are experiencing any symptoms of COVID-19 or otherwise might expose others to the virus causing COVID-19. The most common symptoms of the disease are fever, cough, and shortness of breath. Other symptoms may include fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. Information regarding these matters is available from the Georgia Department of Public Health at <https://dph.georgia.gov>.

III. RELEASE AND COVENANT NOT TO SUE.

In confirmation of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS AND PERSONAL REPRESENTATIVES, AS WELL AS ANY CHILD PARTICIPATING IN ANY RECREATION PROGRAMS (AND ANY OTHER PARENT OR GUARDIAN OF SAID CHILD), HEREBY COMPLETELY AND UNCONDITIONALLY RELEASE AND FOREVER AND ABSOLUTELY DISCHARGE THE DEPARTMENT AND THE BOARD OF COMMISSIONERS OF LIBERTY COUNTY, AS WELL AS THEIR RESPECTIVE MEMBERS, DIRECTORS, COMMISSIONERS, OFFICIALS, VOLUNTEERS, EMPLOYEES, CONTRACTORS, AND AGENTS (SAID DEPARTMENT AND THE OTHER IDENTIFIED ENTITIES AND PERSONS BEING COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES") FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, LOSSES, DAMAGES (INCLUDING DAMAGES ARISING FROM ILLNESS, DISABILITY, OR DEATH), JUDGMENTS, COSTS, EXPENSES, AND OTHER LIABILITIES OF WHATEVER KIND AND AMOUNT WHICH YOU (OR, IF APPLICABLE, YOUR CHILD PARTICIPATING IN ANY RECREATION PROGRAMS), OR YOUR HEIRS OR PERSONAL REPRESENTATIVES MAY NOW OR HEREAFTER HAVE OR CLAIM TO HAVE AGAINST THE DEPARTMENT OR ANY OF THE OTHER RELEASED PARTIES GROWING OUT OF OR ARISING FROM OR PERTAINING TO, DIRECTLY OR INDIRECTLY, YOUR (OR, IF APPLICABLE, YOUR CHILD'S) EXPOSURE TO OR INFECTION WITH THE SARS-COV-2 VIRUS OR ANY DIAGNOSIS OF COVID-19, INCLUDING ANY OF THE RELEASED PARTIES' FAILURE TO SUCCESSFULLY IMPLEMENT OR ENFORCE THE PREVENTATIVE MEASURES (COLLECTIVELY, THE "RELEASED CLAIMS"); PROVIDED THAT THE FOREGOING RELEASE SHALL NOT APPLY TO ANY DAMAGE OR LOSS DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL OR WANTON MISCONDUCT OF ANY OF THE RELEASED PARTIES. To the fullest extent permitted by law, you, on behalf of yourself and your heirs and personal representatives, as well as any child participating in any Recreation

Programs and any other parent or guardian of said child, do hereby further covenant not to sue or otherwise institute, commence, or prosecute any lawsuit, claim, counterclaim, action, or other proceeding of whatever kind against any of the Released Parties with respect to any or all of the foregoing Released Claims.

Notwithstanding anything in this Agreement to the contrary,, neither this Agreement nor any action taken (or failed to be taken) by any of the Released Parties now or hereafter in connection with the subject matter hereof shall be deemed to waive or otherwise impair any official immunity or sovereign immunity from suit available to any of the Released Parties or any other immunity, defenses, or protections available to the Release Parties under applicable law, however arising, and said immunity, defenses, and protections are hereby preserved in full.

You hereby warrant and represent to the Department and other Released Parties (and covenant as appropriate) that: (a) you are free from any disability or duress and are otherwise competent to enter into this Agreement, and do so voluntarily; and (b) **you have been afforded the opportunity to be represented by legal counsel of your choice and consult with a healthcare professional (both at your expense) in connection with your evaluation of this Agreement and have had ample opportunity to read, review, and understand the provisions hereof.** If you are signing on behalf of a child participating in any Recreation Programs, you further warrant and represent that you are the natural, custodial parent of such child or are the legally appointed guardian of said child, and that you have the authority to enter into this Agreement on behalf of said child.

Any modification, amendment or other change to this Agreement shall be binding only if evidenced in writing signed by you and an authorized representative of the Department. As used herein, “include” or “including” means including, without limitation.

This Agreement may be executed and delivered by facsimile or other electronic transmission (e.g. pdf via email, etc.), and the printed product of such transmission shall constitute an original document binding upon the transmitting party for all purposes. The failure to initial any portion of this Agreement shall not be deemed to indicate the your rejection or modification of, or your disagreement with, the related provisions(s), but such initials are provided for the Department’s convenience only, and you shall in all cases be deemed to have accepted all provisions of this Agreement whether or not the same are initialed.

DATE: _____, 2021.

Signature

Print Name

If Parent or Guardian, Print name of
Participating Child

