

CITY OF FRIENDSWOOD – SENIOR CITIZEN PROGRAM

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

1. The risks of injury, illness, permanent disability and death (ex: communicable diseases such as MRSA, influenza and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment and personal discipline may reduce these risks, the risk of serious injury, illness, disability and death do exist; and
2. I understand that the risk of becoming exposed to or infected by COVID-19 during the Program may result from the actions, omissions or negligence of myself or others, including, but not limited to City of Friendswood employees, volunteers, and program participants and their families; and
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and I accept sole responsibility for any injury to myself, including, but not limited to, personal injury, disability and death, illness, damages, loss, claim liability or expense of any kind that I may experience or incur in connection with my participation in the Program; and
4. I voluntarily and willingly agree to comply with the stated and customary terms and conditions of participation; and
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS THE CITY OF FRIENDSWOOD, TEXAS, ITS OFFICERS, OFFICIALS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, ACTIONS, LIABILITIES, DAMAGES, COSTS, EXPENSES OF ANY KIND WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH ARISING OUT OF OR RELATING TO MY PARTICIPATION IN THE PROGRAM, WHETHER ARISING FROM THE NEGLIGENCE OF THE CITY OF FRIENDSWOOD OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW.
6. I understand and agree that this release includes any Claims based on the actions, omissions or negligence of the City of Friendswood, Texas, its officers, officials, employees, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in any City of Friendswood program.

I HAVE READ THE RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant's Signature

Participant's Printed Name

Date Signed: _____