



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

(Read Carefully Before Signing)

The novel coronavirus, Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. Coronavirus/COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Federal authorities and the State of Florida recommend social distancing to prevent the spread of Coronavirus/COVID-19. Contracting Coronavirus/COVID-19 can lead to severe illness, personal injury, permanent disability, and death. The City of Tampa Parks and Recreation Department and staff undertake every effort to keep our facilities clean and disinfected and have created new protocols and preventative measures to reduce the spread of Coronavirus/COVID-19; however as with any public facility, the City cannot guarantee that you or your minor child(ren) will be 100% safe from airborne illnesses such as Coronavirus/COVID-19 or colds and flu while using City of Tampa Parks and Recreation facilities or participating in its programs.

**By signing this agreement** I acknowledge the contagious nature of Coronavirus/COVID-19 and voluntarily assume the risk that my minor child(ren) and I may be exposed to, or infected by COVID-19 while using City of Tampa Parks and Recreation facilities or participating in its programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by Coronavirus/COVID-19 at or while using City of Tampa Parks and Recreation facilities, or participating in its programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Tampa employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my minor child(ren) or myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur in connection with use of City of Tampa Parks and Recreation facilities, and/or while participating in its programs. On my behalf, and on behalf of my minor child(ren)s, I hereby release, covenant not to sue, discharge, and hold harmless the City of Tampa, its officers, employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, 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 Tampa, its officers, employees, agents, and representatives, whether a Coronavirus/COVID-19 infection occurs before, during, or after participation in any the City of Tampa Parks and Recreation Department program or the use of its facilities. Nothing herein shall be construed to waive or alter the City's sovereign immunity or the limits, rights, or requirements of Section 768.28, Florida Statutes.

By signing my name below I certify that: (1) I am the Parent/Guardian of the Child participant(s) listed on this Registration Agreement or I am an adult participant over 18 years of age; (2) I have fully read and understand the above terms and conditions and they apply to Child participant(s) or myself; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (5) I have read and voluntarily signed this agreement; and (6) no oral representations, statements or inducements apart from the foregoing written agreement have been made.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF TAMPA IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF TAMPA HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**Activity Title** \_\_\_\_\_

**Participant's Name** \_\_\_\_\_  
*(Please Print)*

\_\_\_\_\_  
**SIGNATURE OF ADULT PARTICIPANT OR PARENT/GUARDIAN FOR MINOR CHILD**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

**Parent/Guardian's cell number** \_\_\_\_\_