

City of Smithville Recreation Center COVID-19 Waiver:

The novel coronavirus, commonly referred to as “COVID-19,” has been declared a worldwide pandemic by the World Health Organization. The City of Smithville, Texas (the “City”) has put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you or your child(ren) will not become infected with COVID-19 while participating in programming and events offered by the City’s parks and recreation department (“PARD”). COVID-19 is an extremely contagious virus and is believed to spread mainly from person-to-person contact. Local, state and Federal governments and health agencies recommend social distancing as well as limiting the number of people allowed to congregate. Further, attending PARD programs could increase your risk and your child(ren)’s risk of contracting COVID-19.

In consideration for the City allowing me and my child(ren) to participate in PARD programs, by signing below, I agree as set forth below.

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 by COVID-19 by attending PARD 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 COVID19 at PARD programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City of Smithville PARD employees, volunteers, and program participants and their families. I understand that myself and my child(ren) must be free from COVID-19 symptoms for my child to participate and, should symptoms develop while in the care of Smithville PARD, my child will be separated from the rest of the people at any Smithville PARD program. I will be contacted and my child must be picked up within one hour of my being notified. If I should develop symptoms while in attendance, I will leave the City of Smithville PARD premises immediately.

I further voluntarily agree that the City may monitor myself and my child(ren) for symptoms of COVID-19 (including, but not limited to, fever of 100.4 degrees Fahrenheit or higher, shortness of breath, chills, dry cough, sore throat and muscle aches). I will immediately notify Smithville PARD if I become aware of any person with whom my child or I have had contact exhibits any symptoms of COVID19, is advised to self-isolate, quarantine, or has tested positive for COVID-19. I agree that the City has the right to notify any players/families/volunteers who may have been exposed should myself or my child(ren) require self-isolation, quarantine, or test positive for COVID-19. The City may require a written clearance from a medical professional before myself or my child(ren) can return to participation in any programs.

I VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO MY CHILD(REN) OR MYSELF (INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DISABILITY, AND DEATH), ILLNESS, DAMAGE, LOSS, CLAIM, LIABILITY, OR EXPENSE, OF ANY KIND, THAT I OR MY CHILD(REN) MAY EXPERIENCE OR INCUR IN CONNECTION WITH MY OR MY CHILD(REN)’S ATTENDANCE AT SMITHVILLE PARD PROGRAMS. ON MY BEHALF, AND ON BEHALF OF MY CHILDREN, I HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE, AND HOLD HARMLESS THE CITY OF SMITHVILLE, ITS EMPLOYEES, VOLUNTEERS, AGENTS, CITY COUNCIL MEMBERS, AND REPRESENTATIVES FROM THE 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 SMITHVILLE, ITS EMPLOYEES, AGENTS, CITY COUNCIL MEMBERS, AND REPRESENTATIVES, WHETHER A COVID19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY CITY OF SMITHVILLE PARD PROGRAM.

Child(ren)’s Name(s): _____

Parent/Legal Guardian Name (Please Print): _____ Phone Number: _____

Parent/Legal Guardian Signature: _____

Date: _____