

**Assumption of 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 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Portland, Maine (City) has put in place preventative measures to reduce the spread of COVID-19; however, the City **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19. Further, attending City sponsored activities could increase your risk and your child or children’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 or children and I may be exposed to or infected by COVID-19 by attending City activities 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 COVID-19 at City activities may result from the actions, omissions, or negligence of myself and others, including but not limited to City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or children or myself, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that I or my child or children may experience or incur in connection with my child or children’s attendance at City activities or programming. On my behalf and on behalf of my child or children, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City, its 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, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program.

Signature of Parent/Guardian Date

Print Name of Parent/Guardian Name of Activity Participant(s)

For contact tracing purposes, please include a phone number and email address below:

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**RELEASE ASSUMPTION OF AGREEMENT, AGREEMENT TO IDEMNIFY AND
HOLD HARMLESS SIGNATURE**

I am aware that learning or participating in the above activity can be an activity involving risk of injury, including serious injury. I fully understand that the City of Portland, its agents, officers and employees accept no responsibility and will not be liable for any injury, harm or damage to his/her property occurring during or arising out of participation out of said program. To the fullest extent permitted by law, I do hereby agree to assume all risk of injury, harm or damage to his/her person or property (including but not limited to his/her property caused by negligence of the City of Portland, its agents, officers or employees) arising during or in connection with said program, and I do hereby release and agree to indemnify and hold harmless the City of Portland, its agents, officers and employees from any and all liability, actions, damages and claims of any kind and nature whatsoever (including but not limited to his/her property caused by negligence of the City of Portland, its agents, officers or employees) for injury, harm or damage to his/her property that may arise or occur during or in connection with said program. I also agree to abide by any and all rules, regulations, and policies of the above activity.

Name(Printed): _____ Date: _____
Signature: _____ Date: _____

MEDICAL RELEASE:

I give my permission for emergency medical treatment.

Signature: _____ Date: _____

