



City of Long Beach / Department of Parks, Recreation & Marine

## (COVID-19)

# Participant Waiver, Release, Indemnification of All Claims & Covenant Not to Sue

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read this document carefully and in its entirety. By signing this agreement, you give up your right to bring a court action to recover compensation or obtain any other remedy for any personal injury or property damage however caused arising out of the named participant participation in The City of Long Beach Parks, Recreation & Marine Programs, now or any time in the future.

#### **Warning & Disclaimer**

Coronavirus disease 2019 (COVID-19) is an extremely contagious virus that spreads easily through person-to-person contact. Federal and state authorities recommend social distancing to prevent the spread of COVID-19. COVID-19 can lead to severe illness, personal injury, permanent disability, and death. Participating in Long Beach Adult Sports Programs or accessing Long Beach Adult Sports Program facilities could increase the risk of contracting COVID-19. Long Beach Adult Sports Program will take reasonable precautions to prevent participants from becoming infected with COVID-19. However, City of Long Beach Parks, Recreation & Marine in no way warrants that COVID-19 infection will not occur through participation in The City of Long Beach Parks, Recreation & Marine facilities.

#### **Acknowledgment of Risk**

I, hereby acknowledge and agree that participation in the Adult Sports Program activities comes with inherent risks. I have full knowledge and understanding of the inherent risks associated with the Adult Sports Program participation, including but in no way limited to: (1) illness, including exposure to and infection with viruses or bacteria., (2) aquatic injuries, (3) athletic injuries, and (4) slips, trips, and falls. I further acknowledge that the preceding list is not inclusive of all possible risks associated with the Adult Sports Program participation and that said list in no way limits the operation of this Agreement.

### Waiver, Release, Indemnification & Covenant Not to Sue

In consideration of my participation in The City of Long Beach Parks, Recreation & Marine Recreation Adult Sports Program I, \_\_\_\_\_\_\_, agree to release on behalf of myself, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE The City of Long Beach Parks, Recreation & Marine, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, my heirs, representatives,

executors, administrators and assigns may have, now or in the future, against The City of Long Beach Parks, Recreation & Marine on account of personal injury, property damage, death or accident of any kind, arising out of or in any way related to the use of The City of Long Beach Parks, Recreation & Marine facilities/equipment or participation in The City of Long Beach Parks, Recreation & Marine programs whether that participation is supervised or unsupervised, however the injury or damage occurs, including, but not limited to the negligence of Releasees.

In consideration of my participation in the Adult Sports Program, I, the undersigned, agree to INDEMNIFY AND HOLD HARMLESS Releasees from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my Adult Sports Program participation.

I hereby certify on behalf of myself that I have full knowledge of the nature and extent of the risks inherent in the Adult Sports Program participation and that I, am voluntarily assuming said risks. I understand that I will be solely responsible for any loss or damage, including personal injury, property damage, or death, that I sustain while participating in the Adult Sports Program(s) and that by signing this agreement I, HEREBY RELEASE Releasees of all liability for such loss, damage, or death. I further certify that I am in good health and have no conditions or impairments which would preclude my safe participation in the Adult Sports Program.

I further certify that my date of birth is	(MM/DD/YYYY), that my present age is
, that I am therefore of lawful age (18 years	s or older) and otherwise legally competent to sign
	of this agreement are legally binding and certify that I
am signing this agreement, after carefully reading	and understanding its provisions, of my own free will
and without any form of coercion or duress.	
Participant Name (Print Clearly)	Date
Participant Signature	
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