

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 and high contact surfaces. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups and people.

The City of Perry, Georgia (“City”) has put in place preventative measures to mitigate the spread of COVID-19; however, the City cannot prevent you or your organization from becoming exposed to, contracting, or spreading COVID-19 while utilizing the City’s facilities. Therefore, if you choose to rent and enter onto any City property you may be exposing yourself and your organization to and/or increasing your risk of contracting or spreading COVID-19.

Assumption of Risk: I acknowledge the contagious nature of COVID-19 and voluntarily choose to accept the risk of being exposed to and/or contracting COVID-19 for myself and my organization in order to utilize the City’s facilities. I understand that the risk of becoming exposed to or infected with COVID-19 by utilization of City facilities 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.

Waiver of Lawsuit/Liability: 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 in connection with exposure, infection and/or spread of COVID-19 related to utilization of the City’s facilities and premises. 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 activity or utilization of a City facility.

I further agree to take all steps necessary to comply with any effective Executive and/or Emergency Orders issued by the World Health Organization, the Federal Government, the State of Georgia, and the City. I acknowledge that I and/or the organization I represent will practice the CDC-recommended guidelines, including but not limited to, social distancing of 6 feet or more between individuals, wearing a mask and/or gloves, and disinfecting and sanitizing hands. I further acknowledge and agree that I am solely responsible for ensuring compliance with all Executive Orders in effect at the time of my rental.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY AND MY ORGANIZATION’S RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Organization: _____

Date: _____

Signature: _____

Name (printed): _____

Title: _____