

Accident Waiver and Release of Liability Assumption of Risk Agreement

City of Woodstock Activities, Programs, and Events – Group Format

ALL PARTICIPANTS ARE REQUIRED TO SIGN ON THE REVERSE SIDE. THIS WAIVER WILL BE COLLECTED BY THE CITY OF WOODSTOCK, GEORGIA, PRIOR TO START OF ACTIVITY. NO ONE IS ALLOWED TO PARTICIPATE UNLESS THEY HAVE SIGNED THE WAIVER. FOR GROUPS, THE APPLICANT IS RESPONSIBLE TO ENSURE ALL PARTICIPANTS HAVE SIGNED THE WAIVER.

I, MY MINOR CHILD, AND/OR A MINOR CHILD UNDER MY LEGAL GUARDIANSHIP (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "PARTICIPANTS") HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH the use of the City of Woodstock, Georgia (the "City") City parks, trails, facilities, or amenities, including participation in any City of Woodstock, Georgia, or City of Woodstock, Georgia sponsored, activities, events, or programs, some of which may not be held on City of Woodstock property, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in any activity. I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

- (A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The City of Woodstock, Georgia, its, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;
- (B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph (A) above from any and all liabilities or claims made as a result of participation in this activity, whether caused by negligence or otherwise.

I acknowledge that The City of Woodstock, Georgia, its officers, employees, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. The City of Woodstock, Georgia, reserves the right to cancel an event, program, park, trail, or facility for any reason at any time.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants but are also present for volunteers.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

This Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Notwithstanding anything contained herein to the contrary, nothing contained herein shall be deemed to release any party from acts of gross negligence or intentional misconduct.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19 – Group Format

The City of Woodstock, Georgia (City) has put in place preventative measures to mitigate the spread of COVID-19 or any other disease; however, the City **cannot guarantee** that anyone you are legally responsible for or yourself will not become infected with COVID-19 or any other disease when participating in a City sponsored activity or utilization of a City facility. Further, attending City sponsored activities could potentially increase risk of contracting COVID-19 or any other disease.

By signing this agreement, I acknowledge the Contagious nature of COVID-19 and other diseases and voluntarily assume risk that those I am legally responsible for and myself may be exposed to or infected by COVID-19 or other diseases by attending city activities or utilization of City facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 or other diseases at city activities and utilization of City facilities may result from the actions, omissions or negligence of myself and others, including but not limited to City employees, City officers volunteers, and program participants and their families.

I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to those I am legally responsible for and myself, including, but not limited to personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or the party I am responsible for may experience or incur in connection with mine or his/her participation in City activities or utilization of City facilities. On my behalf and on behalf of those I am legally responsible for, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the City, its employees, officers, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expense 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 or other disease occurs before, during, or after participation in any City activity or unitization of a city facility.

I further agree to take all steps necessary to comply with the Executive and Emergency Orders issued by the World Health Organization (WHO), the Federal Government, the State of Georgia, and the City.

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Program/Event Name: **July 4th Spectacular Festival 2022** Event Date: **July 4, 2022**

ORGANIZATION NAME: (If applicable) _____

SIGNATURE BELOW AGREES TO ACCIDENT WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND THE COVID-19 WAIVER OF LIABILITY:

Name of Participant (Please print)

Signature of Participant - or - Parent/Legal Guardian Printed Name & Signature
(If participant is under age 18)

Date

