

RELEASE AND WAIVER

We, the undersigned, participant (and parent if under 18) in the _____
(name activity)

to be held at Clear Lake, South Dakota, during the 2020 season, do hereby acknowledge and understand the City of Clear Lake provides no medical coverage as a result of any injury that may occur during this activity.

I voluntarily assume full responsibility for any risk of loss, property damage or personal injury, that I may sustain, or any loss or damage to my property, as a result of participating in this activity whether due to the active or passive negligence of the parties hereby discharged or released. Furthermore, I agree to indemnify and hold harmless the City of Clear Lake from any and all claims arising from my participation in this activity or as a result of any injury or illness that I or my child may sustain during the activity.

We discharge, release and waive the City of Clear Lake, its council members, employees and volunteers from any and all claims and any and all rights for damages, expenses and losses, including but not limited to attorney's fees, that the undersigned may have arising out of injuries and/or illnesses suffered in this activity, including but not limited to those which may be attributed to weather conditions, arising out of or resulting from participation in this activity.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site at the pool 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 the pool may result from the actions, omissions, or negligence of myself and others, including but not limited to, the First Choice Pool & Spa and the City of Clear Lake's employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risk 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, my family and my child(ren) may experience or incur in connection with my child(ren)'s attendance at the pool or participation in pool activities ("claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the First Choice Pool & Spa and the City of Clear Lake, and their employees, agents, and representatives, of and 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 upon the actions, omissions or negligence of the First Choice Pool & Spa and the City of Clear Lake, their employees, agents and representatives, whether a COVID-19 infection occurs before, during or after participation in pool facility activities.

Finally, I acknowledge and represent that I have read this discharge, release and waiver and that I understand the discharge, release and waiver, and I am signing this document voluntarily.

Dated this _____ day of _____, 2020.

Participant Signature

Print Participant Name

Parent Signature (if participant under 18)

Print Parent Name