**\_\_\_\_\_\_ (CITY AGENCY) \_\_\_\_\_\_\_\_\_\_**

**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual named below (referred to as "**I**" or "**me**") desires to enter the premises of \_\_\_\_\_\_ (City Agency) \_\_\_\_\_\_\_\_\_ of the Mayor and City Council of Baltimore, a municipal corporation and subdivision of the State of Maryland (the "**City**") located at \_\_\_\_ (location of premises that entering) \_\_\_\_\_\_ (the "**Premises**") to participate in \_\_\_\_\_ (description of activity/program) \_\_\_\_\_\_\_ (the "**Activity**"). In consideration of being permitted by the City to be on the Premises and engage in the Activity and in recognition of the City’s reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "**Release**").

I am aware that the 2019 novel coronavirus disease (COVID-19) and its variants (collectively, the "**Disease**") are highly contagious and of the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in the Activity. I understand and acknowledge that the risk is higher for senior citizens, persons with underlying medical conditions, and individuals who have not been vaccinated. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, or death. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including City employees, and that persons at the Activity may or may not be wearing face coverings. I understand that while the City has implemented preventative measures designed to reduce the spread of the Disease, the City cannot guarantee that I will not become infected with the Disease while on the Premises and that being on the Premises may increase my risk of contracting the Disease. **NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, OR DEATH RELATED TO THE DISEASE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE CITY OR OTHERWISE.**

I hereby expressly waive and release any and all claims, now known or hereafter known, against the City, its officials, employees, agents and volunteers (collectively, "**Releasees**"), on account of injury, illness, disability, or death arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the negligence of the City or any Releasees or otherwise. I shall not make or bring any such claim against the City or any other Releasee, and forever release and discharge the City and all other Releasees from liability under such claims. I understand that by signing this Release, I am waiving any and all claims of any kind arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting the Disease, including those claims that may be unknown to me, or which I do not suspect to exist at this time.

I will comply with all orders, directives, and guidelines of the Centers for Disease Control and Prevention (“CDC”), State of Maryland, and City while on the Premises, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all City instructions while on the Premises. I agree not to enter the Premises if I am experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease.

This Release constitutes the sole and entire agreement of the City and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the City and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the State of Maryland without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Baltimore City, Maryland and I hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CITY AND OTHER RELEASEES.**

FOR ADULT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Printed)

FOR MINOR (IF APPLICABLE):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent / Legal Guardian Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent / Legal Guardian (Printed)

Name(s) of the Minor(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_