**COVID-19 Warning & Waiver Disclaimer**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19 at this time. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. The Mayor and City Council of Baltimore, acting by and through the **[ADD APPROPRIATE CITY AGENCY]** (the “Department”), in no way warrants that COVID-19 infection will not occur through entering and/or using the Department’s facilities, participating in the Department’s programs and/or events, and/or receiving the Department’s services.

**RELEASE AND AUTHORIZATION STATEMENT**

**I (Participant) DO HEREBY INDEMNIFY, SAVE, DEFEND, HOLD HARMLESS, RELEASE, AND FOREVER DISCHARGE THE MAYOR AND CITY COUNCIL OF BALTIMORE (the “CITY”), ITS ELECTED/APPOINTED OFFICIALS, ITS MUNICIPAL AGENCIES AND DEPARTMENTS, AGENTS, EMPLOYEES, INSTRUCTORS, AND VOLUNTEERS (the “RELEASED PARTIES”), FROM ANY AND ALL PRESENT AND FUTURE LIABILITY, DEMANDS, SUITS, ACTIONS, OR CLAIMS FOR LOSSES, DAMAGES, AND/OR PERSONAL INJURIES, INCLUDING DEATH, SUSTAINED BY ME ARISING FROM: (I) ENTERING AND/OR USING THE DEPARTMENT’S FACILITIES; (II) PARTICIPATING IN THE DEPARTMENT’S PROGRAMS AND/OR EVENTS; AND/OR (III) RECEIVING THE DEPARTMENT’S SERVICES (collectively referred to as the “Activities”), REGARDLESS OF WHETHER SUCH CLAIMS, LOSSES, DAMAGES, OR INJURIES RESULT, IN WHOLE OR IN PART, FROM THE NEGLIGENCE OF THE RELEASED PARTIES. THIS PROVISION SHALL SURVIVE TERMINATION OF THIS RELEASE AND AUTHORIZATION STATEMENT.**

**I (Participant) ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES, DAMAGES (BOTH ECONOMIC AND NON-ECONOMIC), AND LOSSES OF ANY TYPE, WHICH MAY OCCUR TO ME, AND I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE THE RELEASED PARTIES, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED, OR UNANTICIPATED, RESULTING FROM OR ARISING OUT MY PARTICIPATION IN THE ACTIVITIES.**

**COVID-19 ASSUMPTION OF RISK: I (Participant) HAVE READ AND UNDERSTOOD THE ABOVE WARNING CONCERNING COVID-19. I HEREBY CHOOSE TO ACCEPT THE RISK OF CONTRACTING COVID-19 IN ORDER FOR ME TO PARTICIPATE IN THE ACTIVITIES. ENTERING, USING THE DEPARTMENT’S FACILITIES AND PARTICIPATING IN THE ACTIVITIES ARE OF SUCH VALUE TO ME, THAT I ACCEPT THE RISK OF BEING EXPOSED TO, CONTRACTING, AND/OR SPREADING COVID-19 IN ORDER TO PARTICIPATE IN THE ACTIVITIES.**

**COVID-19 WAIVER OF LAWSUIT/LIABILITY: I (Participant) HEREBY FOREVER RELEASE AND WAIVE MY RIGHT TO BRING SUIT AGAINST THE CITY AND ITS OFFICERS, DIRECTORS, MANAGERS, OFFICIALS, BOARD, TRUSTEES, AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES IN CONNECTION WITH EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 RELATED TO ENTRANCE/USE OF THE DEPARTMENT’S FACILITIES AND RECEIVING THE DEPARTMENT’S SERVICES. I UNDERSTAND THAT THIS WAIVER MEANS I GIVE UP MY RIGHT TO BRING ANY CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND I GIVE UP ANY CLAIM I MAY HAVE TO SEEK DAMAGES.**

**I (Participant) agree to comply with all rules imposed by the City regarding participation in the Activities. I agree to conduct myself in a controlled and reasonable manner at all times.**

**I (Participant) understand that there are potential dangers, hazards, and risks of serious injury, including but not limited to physical and emotional injury, or damage to me, to property, or to third parties, associated with my participation in the Activities, and with sufficient knowledge of my physical condition and limitations, if any, I voluntarily assume all responsibility and risk of loss, damage, illness and/or injury to person or property in any way associated with my participation in the Activities.**

**I (Participant) understand and agree that the City is not responsible for property that is lost, stolen, or damaged while attending the Activities.**

**I (Participant) hereby authorize City personnel to take me to an emergency room of a hospital should, for any reason, while I am attending the Activities, I require any necessary x-ray examination, anesthetic, medical or surgical diagnosis or treatment or hospital care, whether or not such care is associated COVID-19 or otherwise. I further authorize the hospital and its medical staff to administer treatment as deemed necessary by them for my well-being and to request and receive any necessary information that may be protected health information under the Health Insurance Portability and Accountability Act (HIPAA).**

**I (Participant) hereby agree that I am solely liable for all costs of any necessary medical care and treatment provided to me. I hereby affirm that I have current medical insurance coverage. I understand that the City does not provide health insurance to participants of the Activities, including me.**

**I (Participant) do hereby voluntarily and without compensation authorize photograph(s) and video recording(s) to be taken of me by agents of the City while I participate in the Activities. I give the City the right to own such photograph(s) and video recording(s) and use such photograph(s) and video recording(s) for any and all purposes without further approval from me. I release all rights to such photograph(s) and video recording(s).**

**This Release and Authorization Statement shall remain valid forever.**

**Each provision of this Release and Authorization Statement shall be deemed to be a separate, severable, and independently enforceable provision. The invalidity or breach of any provision shall not cause the invalidity or breach of the remaining provisions or of this Release and Authorization Statement, which shall remain in full force and effect.**

**This Release and Authorization Statement shall be construed according to Maryland law and subject to the jurisdiction of its Courts. Furthermore, the parties agree that any suits or actions brought by either party against the other shall be filed in a court of competent jurisdiction in Baltimore City.**

**I (Participant) ACKNOWLEDGE THAT I HAVE READ THE FOREGOING RELEASE AND AUTHORIZATION STATEMENT, THAT I UNDERSTAND ITS CONTENTS AND THAT I HAVE SIGNED VOLUNTARILY. I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASED PARTIES.**

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**Signature of the Participant Date**

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**Name of the Participant (Printed)**