**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 (Parent/Legal Guardian of Participant(s)) BOTH FOR MYSELF AND THE MINOR PARTICIPANT(S) 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 THE PARTICIPANT ARISING FROM THE PARTICIPANT’S: (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, AND/OR MYSELF ENTERING THE DEPARTMENT’S FACILITIES TO DROP OFF AND/OR PICK UP THE PARTICIPANT (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 (Parent/Legal Guardian of the Participant) FOR MYSELF AND THE 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 THE PARTICIPANT, 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 THE PARTICIPANT’S PARTICIPATION IN THE ACTIVITIES.**

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

**COVID-19 WAIVER OF LAWSUIT/LIABILITY: ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT, I HEREBY FOREVER RELEASE AND WAIVE MY/OUR 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 AND THE PARTICIPANT’S 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 OR THE PARTICIPANT MAY HAVE TO SEEK DAMAGES.**

**The Participant agrees to comply with all rules imposed by the City regarding participation in the Activities. The Participant agrees to conduct himself or herself in a controlled and reasonable manner at all times.**

**I (Parent/Legal Guardian of the 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 Participant, to property, or to third parties, associated with the Participant participating in the Activities, and with sufficient knowledge of the Participant’s 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 the Participant’s participation in the Activities.**

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

**I (Parent/Legal Guardian of the Participant) hereby authorize City personnel to take the Participant to an emergency room of a hospital should, for any reason, while the Participant is attending the Activities, the Participant requires 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 the Participant’s 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 (Parent/Legal Guardian of the Participant) hereby agree that I am solely liable for all costs of any necessary medical care and treatment provided to the Participant. I hereby affirm that the Participant has current medical insurance coverage. I understand that the City does not provide health insurance to Participant.**

**I (Parent/Legal Guardian of the Participant) do hereby voluntarily and without compensation authorize photograph(s) and video recording(s) to be taken of the Participant by agents of the City while the Participant participates 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 (Parent/Legal Guardian of the 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 Parent / Legal Guardian of the Participant Date**

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**Name of Parent / Legal Guardian of the Participant (Printed)**

**Name(s) of the Participant(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**