

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
INFECTIOUS COMMUNICABLE DISEASES INCLUDING COVID-19**

As a condition of the use of the **CITY OF WINTER SPRINGS (“CITY”)** Facilities and/or Property (collectively referred to as the “Facilities”) and in consideration of being allowed to use the Facilities and participate in programs, events and activities (collectively referred to as “Activities”) thereon of any kind whatsoever, I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand that use of the Facilities includes possible exposure to illness from infectious communicable diseases including, but not limited to MRSA, influenza, and the novel coronavirus (“COVID-19”). I understand the hazards of infectious communicable diseases such as COVID-19 and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand in particular that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates about COVID-19 and any other infectious communicable disease. I further recognize and assume the risk that while the City has implemented sanitation procedures, infectious communicable diseases and COVID-19 in particular may remain on surfaces for days, sanitation procedures do not guarantee in anyway such disease is not present, and other individuals present within or upon the Facilities may be COVID+ or infected with some other infectious communicable disease and I accept the inherent risks associated therewith by entering the Facilities or engaging in the Activities.
2. Notwithstanding the risks associated with infectious communicable diseases, including but not limited to those specifically set forth herein, which I readily acknowledge, I hereby willingly choose to be in or on the Facilities and participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to all kinds of infectious communicable diseases including, but not limited to, COVID-19 arising from my presence in or on the Facilities and/or participating in the Activities and hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** (on behalf of myself, any minor children for whom I have the capacity contract and to the extent legally possible, on behalf of any others with whom I may come into contact and allege that they became ill or contracted any infectious communicable disease including, but not limited to, COVID-19 due to my presence in or on the Facilities and/or participation in the Activities, the CITY and the City’s elected officials, officers, attorneys, directors, employees, professional staff, agents, employees and assigns (the “**RELEASEES**”) from any liability related to any and all infectious communicable diseases including, but not limited to COVID-19 which might occur as a result of me or my minor children being in or on the Facilities and participating in the Activities.
4. I shall hold harmless the **RELEASEES** from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of any and all communicable diseases including, but not limited to, COVID-19 or any other illness, property damage, injury or death alleged to have occurred on or in the Facilities or arising out of the Activities.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named **RELEASEES**. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida and Venue related to any legal action related to the subject matter contained in this Agreement shall be Seminole County, Florida. I **HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE AUTHORIZATION GRANTED BY RELEASEES TO BE ON OR IN THE FACILITIES AND PARTICIPATE IN THE ACTIVITIES.**

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I further represent this waiver is not in lieu of, but rather in addition to, the waiver set forth in the CITY’s adopted Rules, Policies & Rates for Usage for All CITY Facilities.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 2021.

SIGNATURE: _____

NAME: _____

NAMES OF MINOR CHILD(REN) (if any):
