

PARTICIPANT WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

This Participant Waiver of Liability and Hold Harmless Agreement (the "Agreement") is hereby entered into by and between _____, **on behalf of himself/herself and his/her minor child or ward, if applicable,** and his/her heirs, legatees, beneficiaries, spouses, children, parents, employees, representatives and agents (collectively referred to herein as "Participant" or "I" or "me") and the Inverness Park District and its employees, subcontractors, representatives, heirs, legatees, beneficiaries and agents (collectively referred to herein as "District").

Hereinafter, references to you shall be deemed to refer to your minor child/ward as applicable.

I desire to access from time to time certain facilities of the District, including the District's location at 300 N Highland Rd, Inverness, IL 60067, the District's gymnasium, athletic fields, and/or other facilities (collectively, the "Premises"), and to receive from time to time certain services from the District at the Premises and to be permitted to use certain equipment at the Premises (collectively, the "Services"). As a pre-condition to accessing the Premises and receiving said Services from the District, I, the undersigned, for and on behalf of myself, heirs, legatees, beneficiaries, spouses, children, parents, employees, representatives and agents, hereby acknowledge and agree as follows:

1. I am aware of the potential hazards of COVID-19 and of the general guidelines established by the Centers for Disease Control and Prevention ("CDC") and the Illinois Department of Public Health ("IDPH") for the public to deal with such hazards.

2. I hereby acknowledge and agree that there are many potential hazards of COVID-19. I further agree and knowledge that it is not yet fully understood how COVID-19 is transmitted and how said transmittal could affect different individuals. The CDC and IDPH periodically modify and update the guidelines to reflect new developments. I acknowledge and agree that I accept full responsibility in remaining up to date on all such guidelines as they may be amended from time to time. I further agree to strictly follow and refrain from violating any guidelines, regulations, signs, instructions, and other communications, whether written or verbal, of the District's representatives, including without limitation requirements as to the maximum capacity of the Premises, social distancing, and use of personal protective equipment.

3. I hereby represent and warrant that, during the fourteen (14) days prior to the date set forth below or the date of my visit, I have not been diagnosed with COVID-19 and I have not been in contact with any individual who has been diagnosed with COVID-19. I further represent and warrant that neither myself nor any of the individuals I have been in contact with have shown any of the following symptoms within the last fourteen (14) days: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. The representations and warranties set forth in this paragraph 3 shall apply to and be considered made by me at the

time of any and each visit to the Premises. I agree to refrain from entering the Premises any time any such representation or warranty is not true.

4. I further acknowledge and agree that, despite any efforts taken by the District to reduce the risks to me in entering the Premises, the District is expressly disclaiming any guaranty of my health and safety, the health and safety of any person who accompanies me when I visit the Premises or any person who I come into contact with thereafter.

5. With a full understanding and appreciation of the known and unknown risks associated with COVID-19, I hereby knowingly and voluntarily choose to visit the Premises and remain on the Premises while I receive the Services.

6. I hereby expressly ASSUME ALL RISKS related to potentially contracting COVID-19 and/or any other infectious disease as a result of receiving the Services or of being on the Premises.

7. I, together with my heirs, legatees, beneficiaries, spouse, children, parents, employees, representatives and agents hereby RELEASE, WAIVE, DISCHARGE, AND AGREE AND COVENANT NOT TO SUE the District or any its employees, subcontractors, representatives, heirs, legatees, beneficiaries and agents, (collectively hereinafter referred to as the "RELEASEES") if I contract COVID-19 or any other infectious disease on the Premises or as a result of receiving the Services.

8. I, together with my heirs, legatees, beneficiaries, spouse, children, parents, employees, representatives and agents further agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the RELEASEES from and against any and all claims, demands, lawsuits, proceedings, judgments, damages, losses or expenses of any kind or nature whatsoever if I contract COVID-19 or thereafter infect others as a result of receiving the Services or being on the Premises. This indemnification clause remains valid and enforceable even if I contract COVID-19 due to the RELEASEES' negligence. I further understand that I am responsible for all attorneys' fees and costs incurred by the District should any lawsuit or proceeding be instituted against the District by me or any third party.

9. I hereby consent to the exclusive jurisdiction of any state or federal court where the District is located.

10. This Agreement contains the entire agreement and understanding of the parties as to the subject matter hereof, and this Agreement supersedes and replaces all prior agreements, negotiations or proposed agreements, written or oral, as to the subject matter hereof. No modification, amendment or waiver of any provision of this Agreement shall be effective unless approved in writing by the District.

11. The provisions of this Agreement are independent and separable from each other. In the event that this Agreement or any portion thereof is deemed unenforceable, all other portions of this Agreement remain valid and enforceable or shall be subject to Court modification in accordance with the intent of this Agreement.

12. All Parties hereby acknowledge that they are entitled to and have had the opportunity to have the terms of this Agreement reviewed by counsel of their choice. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

13. I FURTHER HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

14. I HEREBY ACKNOWLEDGE AND AGREE THAT MY EXECUTION OF THIS AGREEMENT IS A MATERIAL INDUCEMENT FOR THE DISTRICT TO PERFORM SAID SERVICES AND TO ALLOW ME ON THE PREMISES. I FURTHER ACKNOWLEDGE AND AGREE THAT HAD I NOT EXECUTED THIS AGREEMENT, THE DISTRICT WOULD NOT HAVE PROVIDED THE SERVICES OR ALLOWED ME ON THE PREMISES. THE DISTRICT'S PROVISION OF THE SERVICES TO ME AND THE DISTRICT PERMITTING ME TO ENTER THE PREMISES, EACH SEPARATELY CONSTITUTE FULL AND ADEQUATE CONSIDERATION FOR MY AGREEMENT TO AND COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IN WITNESS WHEREOF, I HEREBY ACKNOWLEDGE, REPRESENT, WARRANT AND AGREE that I have read the foregoing Agreement, understand it and am signing it voluntarily; that I am at least (18) years of age and am fully competent to execute this Agreement; and that I have received full, adequate and complete consideration with the intent to be forever legally bound hereby.

Signature

Print Name

Date

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for patients under the age of 18)

In consideration of _____ (PRINT minor's name) being permitted to receive the Services, I acknowledge that any references to "me" or "I" in the Participant Waiver of Liability and Hold Harmless Agreement to which this is attached shall refer to such minor. I further agree to indemnify and hold harmless District (as defined in the Waiver of Liability and Hold Harmless Agreement) from any claims alleging negligence which are brought by or on behalf of such minor or are in any way connected with such minor's receipt of the Services.

Parent or Guardian _____ **Print** _____ **Date** _____
Signature _____ **Name** _____