



CITY OF OVIEDO FLORIDA

400 ALEXANDRIA BLVD • OVIEDO, FLORIDA 32765

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COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

1. I acknowledge and agree that I am personally responsible for my safety and that of my children and family members while I and/or they are using the recreational facilities (the “Facilities”) belonging to the City of Oviedo, Florida, a municipal corporation (the “City”). I further acknowledge the contagious nature of the Coronavirus/COVID-19 (“COVID-19”) and that the Centers for Disease Control and Prevention (the “CDC”) and many other public health authorities still recommend practicing social distancing and I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City staff, and other persons using the Facilities, including their family members. Because the Facilities belonging to the City are open for use by other individuals, I recognize that I and my child(ren) and my other family members am/are at higher risk of contracting COVID-19.
2. I acknowledge that the City cannot guarantee that neither I nor my child or other family member will not become infected with COVID-19 by using the Facilities and I understand that the risk of becoming exposed to and/or infected by the COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City staff, and other individuals and their families. I agree to comply with all City policies and rules, including but not limited to, all City signage and instructions, as well as the practicing of prescribed social distancing.
3. I attest that neither I nor my child(ren) or other family members(s)
 - (a) Am/are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell; and
 - (b) Have not traveled internationally within the last 14 days; and
 - (c) Have not traveled to a highly impacted area within the United States of America in the last 14 days; and
 - (d) I do not believe that I, nor my child(ren) or other family members(s) have been exposed to someone with a suspected and/or confirmed case of the COVID-19; and
 - (e) I, nor my child(ren) or other family members(s) have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities; and
 - (f) I and my child(ren) and other family members(s) am/are following all CDC recommended guidelines as much as possible and limiting my and/or their exposure to the COVID-19.
4. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my child and children, my family, my spouse, my estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the City, its council members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or

injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party(ies) using the Facilities, or otherwise, while participating in any activity while in, on, or around the Facilities and/or while using any Facilities, tools, equipment, or materials belonging to, and provided by, the City or others.

5. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use, or the use by my child(ren) or other family member(s) of the Facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

6. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the Facilities to decide whether to sign this document; 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 document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Florida law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

City Facilities location(s): Shane Kelly Park

Name(s) of persons using City Facilities: _____

WITNESS:

Name:

Signature (Participant/Parent/Guardian)

Printed Name

Date: _____