

Participant Consent and Release from Liability and Indemnity Agreement

(Attendance at or Participation in Sports or Other Activities on Property Owned By the Town Of Milton)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly through person-to-person contact. As a result, federal, state, and local governments and federal, state and local health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups and people.

The Town of Milton (Town) has put in place preventive measures to reduce the spread of COVID-19; however, the Town **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19 while attending or participating in sports or other activities on property owned by the Town. Further, attending or participating in sports or other activities on property owned by the Town could increase your risk and your child or children’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child or children and I may be exposed to or infected by COVID-19 by voluntarily attending or participating in sports or other activities on property owned by the Town and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by attending or participating in sports or other activities on property owned by the Town may result from the actions, omissions, or negligence of myself and others, including without limitation participants and their families, Town employees, and volunteers.

I am the individual identified below as the Parent or Legal Guardian of the participant identified below. I am over the age of eighteen (18) years.

I, the undersigned Parent or Legal Guardian of _____, a minor (the “Participant”), do hereby consent to his or her attendance at or participation in voluntary sports or other activities on property owned by the Town and do hereby forever release, indemnify and hold harmless the Town of Milton, Massachusetts, and all of its officers, employees, boards, commissions and committees, including without limitation the Milton Select Board, the Milton Board of Park Commissioners and employees in the Milton Parks and Recreation Department, from all claims, causes of action, costs, damage and liability of any kind, including without limitation death, personal injury, property damage and attorney’s fees, including without limitation those related to COVID-19, which I now have or hereafter may have as the Parent or Legal Guardian of the Participant, and also from all claims, causes of action, costs, damages and liability of any kind, including without limitation those related to COVID-19, which the Participant now has or hereafter may acquire, either before or after he or she has reached majority, resulting from his or her attendance at or participation in sports or other activities on property owned by the Town.

This provision is limited to claims for ordinary negligence, and shall not apply to claims for gross negligence or reckless or intentional conduct.

I HAVE CAREFULLY READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS AND EXECUTE IT OF MY OWN FREE WILL. IN THE EVENT OF EXECUTION BY ONE OF TWO PARENTS, THAT PARENT REPRESENTS THAT HE OR SHE HAS THE EXPRESS AUTHORITY TO BIND THE OTHER PARENT.

Signature of Parent or Legal Guardian: _____

Printed Name: _____

Date: _____