

CONSENT AND WAIVER

City of Dunn Adult Athletic Programs

IN CONSIDERATION of the City of Dunn and its Parks and Recreation Department, granting permission to the undersigned to participate in the City of Dunn Recreation & Athletic Program(s) (the “Activities”), I, the undersigned (the “Participant”), hereby acknowledge and agree as follows:

1. The Participant acknowledges and understands that the Activities carry a certain level of inherent and unavoidable risk, and that by participating in the Activities, the Participant may be exposed or subjected to communicable diseases, including without limitation, coronavirus, COVID-19, SARS, MERS, influenza, norovirus, pneumonia, and any other virus, bacteria, disease, bug, or infection (the “Communicable Diseases”), and the Participant acknowledges that the Participant is voluntarily participating in the Activities, and that the Participant is under no obligation to engage in the Activities.

2. The Participant is familiar with and understands the Centers for Disease Control and Prevention guidelines regarding the Communicable Diseases, as well as any and all other such guidelines promulgated by Harnett County, the City of Dunn and/or any department or agency of the State of North Carolina, and the Participant accepts full responsibility for staying informed of any modifications or changes to said guidelines.

3. The Participant acknowledges that the contraction of the Communicable Diseases may result in the serious bodily injury or death of the Participant and anyone the Participant comes into contact with, including, but not limited to, family members, relatives, household members, employees, employers, co-workers, clients, customers, classmates and friends and acquaintances of the Participant.

4. Notwithstanding the risks associated with the Communicable Diseases, which the Participant readily acknowledges, the Participant hereby knowingly, voluntarily and willingly consents to participate in the Activities.

5. The Participant acknowledges and fully assumes any and all risks, dangers and hazards associated with the Communicable Diseases and arising out of or in any way connected to the Activities, and hereby forever RELEASES, ACQUITS, DISCHARGES, WAIVES, HOLDS HARMLESS, AND COVENANTS NOT TO SUE the City of Dunn, the City of Dunn Parks and Recreation Department, its officers, directors, agents, employees, volunteers, elected officials and assigns (the “City”), from and for any and all liability arising from or related to the Communicable Diseases, which might occur as a result of participation in the Activities.

6. The Participant shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the City from and against any and all claims, demands or causes of action, including all costs, medical expenses, incidental or consequential damages, and attorney fees, that the Participant may have by reason of the Communicable Diseases or the Activities, including, but not limited to, any claims or losses arising from or in any way related to the Communicable Diseases, whether caused by the negligence of the City or otherwise.

7. This Consent and Waiver shall bind the Participant, the Participant's heirs, personal representatives, guardians, next of kin and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, INDEMNITY, AND COVENANT NOT TO SUE the City. This Consent and Waiver shall be construed, interpreted, and controlled by the laws of the State of North Carolina.

IN SIGNING THIS CONSENT AND WAIVER, I ACKNOWLEDGE AND REPRESENT THAT: (i) I have read the foregoing Consent and Waiver, understand its provisions, and sign it voluntarily, knowingly, and willingly; (ii) no oral representations, statements, or inducements, except as contained herein, have been made; (iii) I am at least eighteen (18) years old and fully competent to execute this Waiver and Consent; and (iv) I execute this Consent and Waiver for full, adequate consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I, the Participant, having read and understood the foregoing, hereby executes this Consent and Waiver.

Printed Name: _____(SEAL) Date: _____

Signature: _____ Telephone: _____

Address: _____

