

WAIVER AND RELEASE

In consideration for being able to be present for and/or participate in activities at City of Rock Hill Parks, Recreation and Tourism Facilities ("Event"), the below named person on behalf of myself, my heirs, assigns, legal representatives and/or as legal guardian of any minor participant named below (collectively "Participant"), agrees to the following:

1. Acknowledgment and Assumption of Risk. Participant acknowledges that there is an inherent risk of exposure to COVID-19 that exists in any public place where people are present. COVID 19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and guests with underlying medical conditions are especially vulnerable. By being at the Event, you voluntarily assume all risks related to exposure to COVID-19.

2. Release of Liability and Indemnification. Participant hereby waives, releases, and discharges, on behalf of Participant and Participant's executors, administrators, heirs, next of kin, successors, and assigns, the City of Rock Hill, its employees, elected officials, volunteers or agents (collectively "the City"), from any and all claims, demands, costs, liability and causes of action whatsoever that may arise as a result of participating in the Event, including but not limited to, any claims, causes of action, liability, damages, demands and costs related to illness, injury or death to Participant resulting from COVID 19. Participant hereby agrees to indemnify and hold the City harmless from and against any and all liability, loss, damage or injury as well as all costs and expenses (including attorneys' fees and costs of any suit related thereto), suffered or incurred by City, to the extent arising from any of Participant's participation in the Event including but not limited to illness, injury or death resulting from COVID 19.

This Waiver and Release shall inure to the benefit of City and shall bind Participant along with his or her heirs, legal representatives, successors and assigns.

_____ Date: _____
Participant

PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)

The undersigned parent and/or guardian of Participant does hereby represent that he/she is, in fact, acting in such capacity and agrees the terms of this Waiver and Release on behalf of the minor(s) set forth below.

_____ Date: _____
Parent/Guardian

Name of minor(s)