

COVID-19: Participants Agreement for Atkinson Pool Usage

(Please print clearly or type and fill in all blanks and sign below.)

Participant (Swimmer) Name (List person who will be using the pool):

Address: _____

Telephone #: _____

Age (s) of Participant (s) _____

Municipality: City of Atkinson State: Nebraska Zip: 68713

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or public facilities of the City of Atkinson, Nebraska and participating in or using the Atkinson swimming pool and related facilities, or by authorizing the participation of a minor in using the Atkinson swimming pool and related facilities. No one guarantees that you or your child(ren) will not become infected with COVID-19 if you use the Atkinson, Nebraska municipal swimming pool and related facilities. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed swimmer ("Participant") being allowed to participate in using the Atkinson swimming pool and related facilities, on municipal property and/or public facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the City of Atkinson, Nebraska, together with the City of Atkinson's mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, life guards and all others who participate with Participant in such use of the Atkinson swimming pool and related facilities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness,

disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of Atkinson, Nebraska to use the swimming pool and related facilities, or other use of public facilities on the property of Atkinson, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants or other individuals present at the swimming pool and related facilities, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.

2. AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of the City of Atkinson in connection with the use of the swimming pool and related facilities, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.
3. THE PERSON SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by the City of Atkinson relating to COVID-19 or other safety or hygiene precautions, understanding that the City of Atkinson may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to use the swimming pool and related facilities at the election of the City of Atkinson at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature of Participant
(If 18 Years Old or Older)

Print Clearly or Type Name of Participant

Signature of Parent
(If Participant is 17 Years Old or Younger)

Print Clearly or Type Name of Parent

Signature of Legal Guardian (If Applicable)

Print Clearly or Type Name of Legal Guardian