



RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY CONTRACT

DESCRIPTION OF ACTIVITY ("ACTIVITY") Town of Windsor –

The undersigned, for himself/herself, or as the parent or guardian of a minor, desires to participate in one or more program(s) or activity(ies), whether in person or via web-based technology, offered by the Town of Windsor Parks and Recreation Department. In consideration for being permitted by the Town of Windsor (Town) to participate in the Activity:

1. I waive and release the Town and its departments, officials, officers, employees, agents and volunteers from any and every liability of loss, including, but not limited to, liability or loss for damages for personal injury, death, or property damage, related to any claim that may be filed concerning, on behalf of, or for myself or my minor, either now or in the future, that results from or is connected in any way to my/my minor's participation in the Activity, whether in person or via web-based technology. The waiver and release applies even if the liability or loss results or is connected with the active or passive negligence of the Town and/or its departments, officials, officers, employees, agents or volunteers.
2. I acknowledge that my/my minor's participation in the Activity, whether in person or via web-based technology, entails known and unanticipated risks, that cannot be eliminated regardless of the care taken to avoid injury, that could result in physical or emotional injury, paralysis, death, or damage to myself/my minor. I hereby assume the risk of, and responsibility, for any such injury, death, or damage which I/my minor may sustain arising out of or in any way connected with the Activity, including injury, death or damage resulting from any acts or omissions, whether negligent or not, by or on behalf of the Town, its departments, officials, officers, employees, agents or volunteers.
3. If participating in the Activity via web-based technology, I acknowledge that it is my responsibility to ensure the area used for my/my minor's participation in the Activity is suitable and safe for the Activity.
4. I agree not to sue and to indemnify, and to the fullest extent available by law, defend with counsel acceptable to Town, and hold harmless the Town and its departments, officials, officers, employees, agents, and volunteers from and against any and all liability or loss, damage, claims, expenses and costs (including without limitation, attorneys' fees and costs and fees of litigation)(collectively "Liability"), related to any claim that may be filed concerning, on behalf of, or for myself/my minor and/or any other person or entity either now or in the future, that results from or is connected in any way with my/my minor's participation in the Activity. This contract to not sue and to indemnify and hold harmless applies even if the liability of loss results from or is connected with the active or passive negligence of the Town or its departments, officials, officers, employees, agents or volunteers.
5. This contract will bind me/my minor, and my heirs and assigns. This contract will continue in effect after the conclusion of the Activity. This contract may only be changed by a written amendment signed by an authorized representative of the Town and me. I will abide by any rules and regulations of the Town concerning the Activity, whether in person or via web-based technology. If I fail to abide by any rules or regulations concerning the Activity, the Town or its departments, officials, officers, employees, agents or volunteers may immediately terminate my participation in the Activity. This contract is intended to be as broad as the law permits. If any portion of this contract is determined by a court to be invalid, the rest of the contract will continue in effect.
6. I further agree that this release, waiver of liability, assumption of risk, and indemnity contract is intended to be as broad and inclusive as permitted by law, and that if any portion of this contract is held invalid, the remaining portions will continue to have full legal force and effect.
7. This contract shall continue in effect for 36 months from the date of signing unless earlier terminated in writing by the Participant or Participant's parent or guardian, as applicable.

PHOTO RELEASE:

I, the undersigned, hereby consent to the use of my/my minor's photograph for program publicity.

INDEMNIFICATION AND RELEASE FROM LIABILITY FOR COVID-19 EXPOSURE

The undersigned, for himself/herself, or as the parent or guardian of a minor ("Participant"), desires to participate in one or more program(s) or activity(ies), whether in person or via web-based technology, offered by the Town of Windsor Parks and Recreation Department (each an "Activity"). In consideration for being permitted by the Town of Windsor (Town) to participate in the Activity:

Participant understands that the novel coronavirus disease ("COVID-19") 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 as well as contacts from shared surfaces. In addition, Participant understands that, while the Town has implemented preventative measures to reduce the spread of COVID-19, the Town cannot guarantee that Participant will not be exposed to and become infected with COVID-19 as a result from participating in one or more Activity. Participant voluntarily assume these risks, including the possibility that a Participant may be exposed to or infected by COVID-19 and suffer injury, illness, permanent disability, or death, even if the exposure or infection was caused by the actions, omissions, or negligence of Town employees, volunteers, and/or other participants of an Activity.

Participant further agrees to waive and release the Town, its agents, officers, council members, employees, boards, commissions, instructors and volunteers from any and all claims, causes of action, allegations, or assertions, including all liability, loss, cost or damage resulting from, arising from, or relating to exposure to or contracting COVID-19 while participating in the Activity, even if the exposure or infection was caused by the actions, omissions, or negligence of any of the parties being released from liability. Participant agrees not to file any claim or sue or cooperate in bringing any legal action against the Town or the other parties Participant has released from liability under this paragraph.

Participant further agrees to defend, indemnify, and hold the Town harmless from any and all claims, causes of action, allegations, or assertions made against the Town, its agents, officers, council members, employees, boards, commissions, instructors and volunteers, resulting from, arising from or relating to actual or alleged exposure to or contracting of COVID-19 infection as a result of Participant's participation in the Activity. Participant has read and understands the preceding paragraphs.

Volunteer Name	Signature of Volunteer	Email address

Minors/Under 18

Volunteer Name	Signature of Volunteer Guardian	Email address