



PROGRAM INFORMATION

Program: \_\_\_\_\_

Season and Year: \_\_\_\_\_

CITY OF ESCONDIDO  
WAIVER AND RELEASE OF LIABILITY AGREEMENT

This Waiver and Release of Liability Agreement (this "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 ("Effective Date"), by \_\_\_\_\_ ("Undersigned") regarding \_\_\_\_\_'s ("Minor") participation in one or more recreation programs, classes, events, and/or activities offered by the City of Escondido, a California municipal corporation ("City"). (Each recreation program, class, event, or activity offered by the City may be referred to herein as a "Program" and collectively as the "Programs.")

Now, therefore, the Undersigned agrees as follows:

1. COVID-19 Notice and Acknowledgement.

1.1 *COVID-19 Pandemic.* The coronavirus disease of 2019 ("COVID-19") has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. In accordance with San Diego County health orders, as well as Cal/OSHA guidelines, the City has put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that Minor will not become infected with COVID-19. Further, participation in a Program or Programs could increase Minor's risk of contracting COVID-19. While COVID-19 can cause mild symptoms in some individuals, it can lead to severe illness and even death in others. Adults over age 65 and people of any age with serious underlying medical conditions, including but not limited to HIV, asthma, and other respiratory conditions, as well as people who are pregnant, may be at a higher risk for more serious complications from COVID-19.

1.2 *Prohibited Attendance.* By signing this Agreement, the Undersigned warrants and agrees that Minor will not participate in any in-person Programs if (i) within the preceding 14 days, Minor exhibited any COVID-19 symptoms based on Centers for Disease Control and Prevention ("CDC") guidelines (available at: <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>); or (ii) within the preceding 10 days, Minor had "close contact" with a person infected with COVID-19, as further described in California Department of Public Health ("CDPH") COVID-19 Quarantine Guidance issued on December 14, 2020, as may be amended (available at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/COVID-19-Quarantine.aspx>). The Undersigned further understands and agrees that if Minor has displayed COVID-19 symptoms or has come in "close contact" with a person infected with COVID-19 as described above, Minor shall be strictly prohibited from participating in in-person Programs until either (i) the City receives sufficient documentation evidencing that Minor has tested negative for COVID-19 and has been cleared to participate in Programs by a qualified medical professional, or (ii) at least 14 days have passed since the onset of COVID-19 symptoms.

1.3 *Face Coverings.* Face coverings, as described in CDPH Face Covering Guidance issued on November 16, 2020, as may be amended (available at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/guidance-for-facecoverings.aspx>), shall be worn at all times while participating in in-person Programs and on City property.

1.4 *Physical Contact Prohibited.* As a condition of participation in any Programs, the Undersigned warrants and agrees that Minor will refrain from unnecessary physical contact with others while participating in in-person Programs and while on City property.

2. Assumption of Risk. The Undersigned is fully aware of the risks and hazards connected with the participation in one or more Programs, including but not limited to exposure to, or infection by, COVID-19, and the Undersigned hereby voluntarily elects to allow Minor to participate in one or more Programs, knowing that such use may be hazardous to Minor and Minor's personal property. The Undersigned voluntarily assumes full responsibility for any risk of loss, damage to personal property, or personal injury, including death and exposure to, or infection by, COVID-19, that may be sustained as a result of Minor's participation in any Program. All provisions within this Section 2 shall survive termination of this Agreement.

3. Waiver and Release of Liability. The Undersigned, on Minor's behalf, hereby releases, waives, discharges, and covenants not to sue or otherwise bring any demands, actions, causes of action, or proceedings of any kind including, but not limited to legal or administrative proceedings, suits, fines, penalties, judgments, orders, liens, levies, or claims seeking costs, expenses, liabilities, losses, damages, or other compensation, in law or equity (collectively, "Claims") against the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Released Parties") from any and all liability to the Undersigned or Minor (including the Undersigned's or Minor's personal representatives, assigns, heirs, and next of kin), for any Claims arising from any injury or contraction of illness, including COVID-19, whether or not caused by any negligent act or omission of the Released Parties, as a result of or in connection with Minor's participation in any Program. All provisions within this Section 3 shall survive termination of this Agreement.

4. Recreation Facilities Code of Conduct. By signing this Agreement, the Undersigned certifies that the Undersigned has received a copy of the Recreation Facilities Code of Conduct ("COC") (available at: <https://recreation.escondido.org/about-us>) governing Minor's participation in any Program and use of City-owned facilities. The COC are incorporated herein by this reference as if fully set forth herein. The Undersigned further acknowledges and warrants that Minor shall abide by the COC at all times while on City property, including while participating in any Program. Failure to abide by the COC may, at the City's sole discretion, result in Minor's immediate expulsion from the Program and/or City property.

5. Emergency Treatment. In the event of sudden illness, accident, or injury that may occur while on City property (including during participation in any Program), the Undersigned hereby gives consent, on Minor's behalf, for emergency treatment of Minor as may be necessary under the circumstances by any physician licensed under the laws of the State of California.

6. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. An electronic signature on the signature page of this Agreement shall be acceptable and deemed to have the same legal effect as a handwritten signature. Delivery of an executed version of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

7. Term. The term of this Agreement shall be for one year, commencing on the Effective Date of the Agreement.

8. Severability. This Agreement shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.

(SIGNATURE PAGE FOLLOWS)

I HAVE READ AND UNDERSTAND THE FOREGOING and am aware of the legal consequences of this Agreement, including that it prevents me and Minor from suing the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers if Minor is injured or damaged for any reason as a result of my participation in any City Program. I further acknowledge that I have not relied on any oral representations, statements, or inducements in signing this Agreement.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Additional Information

Relationship to Minor: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Home/Cell): \_\_\_\_\_ Telephone (Work): \_\_\_\_\_

Emergency Contact (Name, Phone Number): \_\_\_\_\_