

City of Largo
WAIVER, RELEASE, AND HOLD HARMLESS AGREEMENT

I _____, as the undersigned parent/legal guardian (the "undersigned") of _____, a minor (the "child"), hereby consent to my child's participation in the children programs provided by the City of Largo (the "City"), including but not limited to the child's participation in recreational activities and use of the City's recreational facilities, (collectively referred to herein as "Camp"). The undersigned acknowledges that on or about March 11, 2020, the Novel Coronavirus Disease 2019 ("COVID-19") was declared a pandemic by the World Health Organization and that the Centers for Disease Control and Prevention ("CDC") have stated that the "best way to prevent illness is to avoid being exposed to this virus." (<https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>). The undersigned further acknowledges that Florida's Department of Health has issued a Public Health Emergency as a result of COVID-19. The President of the United States has declared a major disaster exists in the State of Florida due to COVID-19, Governor DeSantis declared of a state of emergency exists in Florida as a result of COVID-19, and both Pinellas County Board of County Commissioners and the City of Largo City Commission have declared of a state of local emergency exists as a result of COVID-19. The undersigned acknowledges there are known cases of COVID-19 throughout Pinellas County and in the City of Largo, FL.

The undersigned is aware of the highly contagious nature of COVID-19 and voluntarily chooses to allow the child to participate in Camp in light of the ongoing COVID-19 pandemic.

The undersigned acknowledges that City employees come into contact with multiple individuals every day, and may become exposed to COVID-19. While the City takes precautions to reduce the likelihood of transmission of COVID-19 by its employees, the undersigned acknowledges that the City does not guarantee that the child will not be exposed to or infected with COVID-19.

The undersigned acknowledges and agrees that by allowing the child to participate in Camp, the undersigned is exposing the child and the undersigned to the risk of becoming exposed to or infected with COVID-19, which may result in personal injury, illness, permanent disability, and death. The undersigned understands that the risk of becoming exposed to or infected by COVID-19 may result from actions, negligence, and failure to act of the undersigned or others, including but not limited to the City, and other Camp participants and parents. The undersigned assumes all risks and hazards and accepts personal responsibility for the undersigned and child for any injury, illness, damage, loss, claim, liability or expense, of any kind or nature, that the undersigned or child may suffer arising out of or in connection with the undersigned or child's exposure to or infection by COVID-19 and the child's participation in Camp.

On my own behalf and on behalf of the child, I hereby waive, release, absolve, commit not to sue and forever discharge the City, its commissioners, mayor, officials, officers, directors, agents, servants, employees, volunteers, representatives, attorneys, and/or any other person, firm or corporation charged or chargeable with responsibility for Camp, from any and all liabilities, claims, demands, damages, expenses including but not limited to reasonable attorneys' fees and costs, actions, loss or injury of any kind whatsoever, including personal injury, illness, bodily injury, death and/or property damage ("Claims"), arising out of or in any way connected with the child's participation in Camp, the child's exposure to or infection by COVID-19, and my exposure to or infection by COVID-19. I understand that this release includes any Claims based on the negligence, action, or inaction of any of the City, its commissioners, mayor, officials, officers, directors, agents, servants, employees, volunteers, representatives, attorneys, and/or any other person, firm or corporation charged or chargeable with responsibility for Camp, and covers bodily injury (including death) due to COVID-19, whether a COVID-19 infection occurs before, during or after participation in Camp. Nothing contained herein shall be construed to be a waiver of any immunity or limitation of liability the City may be entitled to under the doctrine of sovereign immunity or section 768.28, Florida Statutes.

To help prevent the spread of COVID-19, the undersigned agrees to complete the City's COVID-19 Screening Checklist on each day of the child's participation in Camp, prior to the child entering the City's facilities. The undersigned agrees to not bring the child to Camp or to any City's facilities if the child or anyone in the child's household has been diagnosed with COVID-19, exposed to someone who has been diagnosed with COVID-19, or shows any symptoms of COVID-19. The undersigned agrees to comply with all current CDC and City rules and guidelines for dealing with the COVID-19 pandemic at all times, including but not limited to while at home and while at Camp. The City reserves the right to take the child's temperature at any time during Camp and the undersigned consents to the City taking their child's temperature at any time during Camp. The City reserves the right to send any child home from Camp when the City has any reason to

Initials _____

believe the Child may have been exposed to the disease, have the disease or its symptoms, or the child does not comply with the CDC and City rules and guidelines for dealing with the pandemic. The undersigned agrees to notify Camp immediately if the child or any member of the child's household is diagnosed with COVID-19 or is exposed to someone who has been diagnosed with COVID-19.

**NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE CITY OF LARGO, FLORIDA, USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF LARGO, FLORIDA, IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF LARGO, FLORIDA, HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM

I hereby verify that all the information on this form is accurate and that I have read, understand, and agree to the terms and conditions herein, as well as all rules and regulations governing the City of Largo's Camp.

This waiver, release, and hold harmless is effective as of the date signed and returned to the City and shall continue through the duration of the child's participation in Camp, except as otherwise noted herein. The undersigned represents and warrants that he/she is authorized to sign this waiver, release, and hold harmless on behalf of the child.

(Parent/Guardian's signature)

X _____
(Date)

PLEASE NOTE: noncustodial guardians i.e.: grandparents, aunts/uncles must have Power of Attorney in order to sign any program document (registration form, permission slips, medical release form). A copy of the document is required at the time of registration.

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