

CODE WORD:

Code Word allows main contact only to make changes to paperwork.

ADA NOTICE

ADA Notice: The City welcomes individuals with disabilities. To request a modification to a policy, practice or procedure or to request an auxiliary aide or service (such as a sign language interpreter) in order to participate in a City program, activity or event, please contact the City’s ADA Coordinator or the Director of the sponsoring department at least seven (7) days in advance where circumstances permit. ADA Coordinator may be reached by email: ada@coralgables.com, or by telephone: 305-722-8686 (voice) or 305-442-1600 (TTY/TDD).

RELEASE, WAIVER OF CLAIMS AND INDEMNIFICATION AND DEFENSE CLAUSE

I HAVE READ AND UNDERSTAND AND AGREE AS FOLLOWS: In consideration of participation in the activities and use of the facilities provided by the City of Coral Gables Parks and Recreation Division, I, for myself and for my heirs, personal representatives, executors, and assigns, and, if the participant is a minor child, for my minor child or ward and minor child’s or ward’s heirs, personal representatives, executors, and assigns do hereby knowingly, freely, and voluntarily assume all risk and liability for any damage or injury to person or property that may occur as a result of my or my minor child’s or ward’s participation in activities or use of any facilities of the Parks and Recreation Division of the City of Coral Gables (“City”), and do hereby release, discharge, and covenant not to sue the City, its City Commission, Mayor, Commissioners, Appointed Officials, any City department or subdivision, its officers, employees, attorneys, servants, agents, and volunteers for any reason, including any of the released parties’ negligence, and I hereby personally agree to indemnify, hold harmless, and defend at my own expense and pay on behalf of, the City, its City Commission, Mayor, Commissioners, Appointed Officials, any City department or subdivision, its employees, attorneys, servants, representatives, officers, agents, volunteers, and successors and assigns, from and against any and all claims, demands, liens, liabilities, judgments, losses, and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses, and attorney’s fees, at trial and on appeal brought for, by or on behalf of myself, my minor child or ward against the City, its City Commission, Mayor, Commissioners, Appointed Officials, any City department or subdivision, its employees, attorneys, servants, representatives, officers, agents, volunteers, and successors and assigns, arising out of or in connection with, in whole or in part, directly or indirectly, my and/or my minor’s or ward’s attendance and/or participation or use of any Facilities of the Parks and Recreation Department of the City.

Furthermore, I hereby acknowledge that participation in any physical activity may result in injury to my, my minor child’s, or ward’s body. By signing this registration form I hereby warrant and represent that I, on behalf of myself, or if the participant is a minor, my minor child or ward, have consulted a physician regarding participation in physical activity, and represent and warrant that I, my minor child, or ward am/are physically capable and mentally able to participate in the physical activity that I choose to engage in at any facilities of the Parks and Recreation Division of the City.

ASSUMPTION OF THE RISK RELATING TO CORONAVIRUS/COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. Per the Center for Disease Control, COVID-19 is mostly spread by respiratory droplets released when people talk, cough, or sneeze. It is thought that the virus may spread to hands from a contaminated surface and then to the nose or mouth, causing infection.

The CDC has identified that the more people a participant or staff member interacts with, and the longer that interaction, the higher the risk of COVID-19 spread. Those identified with lowest risk of COVID-19 spread and exposure are small (cohorted) groups of participants that stay together all day, each day; participants that remain at least 6 feet apart and do not share objects; programs where outdoor activities are prioritized and programs where participants are from the local geographic area (e.g., city, town, county, community).

The Community Recreation Department of the City has put in place preventative measures in line with CDC guidance and further outlined in the Parent Handbook to reduce the spread of COVID-19; however, the Department cannot guarantee that I, my minor child or ward will not become infected with COVID-19. Further, attending the Department’s programs could increase my, my minor child’s or ward’s, or other family member’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my minor child, or ward may be exposed to or infected by COVID-19 by attending these programs and that such exposure or infection may result in personal injury, illness, permanent disability, and death of myself, my minor child or ward, or other family members. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, and program participants and their families.

I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in the Department’s activities and programs.

PHOTO AND VIDEO RELEASE: I hereby grant authorization to the City of Coral Gables to use photographs and video of myself and/or my minor or ward for publicity purposes.

ALLERGY DISCLOSURE: I hereby acknowledge that I, on behalf of myself, or if the participant is a minor, my minor child or ward, have disclosed any and all known life-threatening allergies.

Epinephrine Injector Waiver: I hereby acknowledge that I, on behalf of myself, or if the participant is a minor, my minor child or ward, have been prescribed an epinephrine injector and I or my minor child or ward is required to have the epinephrine injector on my person at all times while attending, participating, or using any facilities of the Parks and Recreation Division of the City. I agree to waive and release any and all liability for the City in the administration and use of the epinephrine injector. I agree to forever release and discharge the City, its City Commission, Mayor, Commissioners, Appointed Officials, any City department or subdivision, its employees, attorneys, servants, representatives, officers, agents, volunteers, and successors and assigns, from and against any and all claims, demands, liens, liabilities, judgments, losses, and damages (whether or not a lawsuit is filed) including, but not limited to, costs, expenses, and attorney’s fees, at trial and on appeal brought for, by or on behalf of myself, my minor child or ward arising out of or resulting from any injury, disease, or death in the use, failure to use, or the administration of the Epinephrine injector. If my child or ward cannot administer the epinephrine injector themselves, I allow trained City staff to administer the epinephrine injector.

The State of Florida has a broad public records law, this document and most written communications to or from City of Coral Gables officials regarding Coral Gables business are public record available to the public upon request, subject to any relevant exemptions.

Signature: _____

Date: _____