

**TOWN OF SUDBURY
RELEASE OF LIABILITY
PARTICIPATION IN TOWN RECREATION PROGRAM**

In consideration of acceptance of _____, a minor, as a voluntary participant in the Town of Sudbury recreation program and in consideration of the risks associated with such use:

1. I acknowledge that I have determined the nature and extent of the planned activities and feel that this participant is of sufficient age, ability, and discretion to participate.
2. I acknowledge that the participant's participation in these voluntary programs may expose the participant to risks of personal injury or death resulting from such participation and the use of materials and equipment by the participant and other participants, and the exposure to harm such as may be presented by the COVID-19 virus. I am aware and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to be spread mainly from person-to-person contact. While the Town of Sudbury Recreation Department has put in place preventative measures in an effort to reduce the spread of COVID-19, I acknowledge that the Town cannot guarantee that the participant or I will not become infected with COVID-19, and I acknowledge that attending any program may increase participant's risk of contracting COVID-19.
3. I agree that this participation is at the discretion of the Sudbury Recreation Department and if the participant becomes a discipline problem or if they fail to comply with the rules and regulations of the Program, he or she will be expelled from the program without refund of the program fee.
4. I hereby acknowledge and agree that I will not allow my child to attend any program or portion thereof if they are sick or are displaying symptoms of COVID-19, or any other contagious illness, or if they have been in close contact¹ with someone displaying such symptoms. I further agree to arrange for my child to be picked up during the course of any program day if they are found to have or have come in close contact with someone with such symptoms.
5. You are solely responsible for notifying the Recreation Department of prior respiratory issues, medical conditions, allergies and other specific allergy issues of the participant.
6. I hereby grant permission for emergency medical procedures deemed advisable for the participation in the event of injury or illness during participation unless otherwise noted on this form.

¹ For purposes of this Release, the term "Close contact" means living in the same household as a person who has tested positive for or who is displaying symptoms of COVID-19, caring for a person who has tested positive for or who has symptoms of COVID-19, being within 6 feet of a person who has tested positive for or has symptoms of COVID-19 for about 15 minutes (this includes riding in a vehicle with), or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for or has symptoms of COVID-19.

7. Periodically, the Recreation Department photographs/videos program participants for promotional use. Unless the participant/guardian informs us of their desire not to be photographed, the Recreation Department will use photographs/videos for their promotional purposes.
8. I acknowledge that the Department does not provide accident or hospitalization insurance for participants of its programs. All participants are advised to have adequate personal coverage. Please consider participant's own health, experience, and tolerance for risk before participating in any program.
9. I agree that I will not sue, or otherwise make any claim against the Town of Sudbury, including its Park and Recreation Department (“the Town”), or its employees, agents, and officials, for any loss, injury or damage, including but not limited to exposure to and infection by the COVID-19 virus, resulting from participation in these activities.
10. I agree that the Town and its employees, agents, and officials, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
11. I agree that use of equipment which is provided is at the participant’s own risk. I understand and agree that the Town shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment. The Town makes no warranties of any kind regarding this equipment.
12. To the fullest extent allowed by law, I agree to RELEASE, DISCHARGE, INDEMNIFY and HOLD HARMLESS the town, its employees, agents and officials from all actions or claims from child, myself, my heirs or personal representatives for any loss, injury, or damage, including but not limited to exposure to and infection by the COVID-19 virus, resulting from these activities, including the use of any equipment.
13. The terms of this Release shall also be binding as to any other persons, including family members, heirs, executors, or administrators. I understand that this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect
14. I have read the Release and am legally competent to sign this Release as the parent or legal guardian of the participant.

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I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

Date: _____

Parent/Guardian

Print Name: _____

Address: _____

Telephone Number: _____

Participant Name (Please print): _____

Date of Birth: _____ Age: _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____