

**Covid-19 CONSENT AND WAIVER
Tarboro Parks and Recreation**

IN CONSIDERATION of Tarboro Parks and Recreation Department, granting permission to the Participants, as hereinafter defined, to participate in the Tarboro Parks and Recreation, free play, fitness room, line dance, camps sports or day, athletic programming, and any other programs (the "Activities"), I, the undersigned, on behalf of myself and any listed minor, and on behalf of my or any listed minor's heirs, personal representative, guardians and next of kin (the "Participants"), hereby acknowledge and agree as follows:

1. The Participants acknowledge and understand that the Activities carry a certain level of inherent and unavoidable risk, and that by participating in the Activities, the Participants may be exposed or subjected to communicable diseases, including without limitation, coronavirus, COVID-19, SARS, MERS, influenza, norovirus, pneumonia, and any other virus, bacteria, disease, bug, or infection (the "Communicable Diseases"), and the Participants acknowledge that they are voluntarily participating in the Activities, and that the Participants are under no obligation to engage in the Activities.
2. The Participants are familiar with and understand the Centers for Disease Control and Prevention guidelines regarding the Communicable Diseases, as well as any and all other such guidelines promulgated by Tarboro Parks and Recreation and/or any department or agency of the State of North Carolina, and the Participants accept full responsibility for staying informed of any modifications or changes to said guidelines.
3. The Participants acknowledge that the contraction of the Communicable Diseases may result in the serious bodily injury or death of the Participants and anyone the Participants come into contact with, including, but not limited to, family members, relatives, guardians, household members, classmates and friends and acquaintances of the Participants.
4. Notwithstanding the risks associated with the Communicable Diseases, which the Participants readily acknowledge, the Participants hereby knowingly, voluntarily and willingly consent to participate in the Activities.
5. The Participants acknowledge and fully assume any and all risks, dangers and hazards associated with the Communicable Diseases and arising out of or in any way connected to the Activities, and hereby forever RELEASE, ACQUIT, DISCHARGE, WAIVE, HOLD HARMLESS, AND COVENANT NOT TO SUE the Town of Tarboro, Tarboro Parks and Recreation, its officers, directors, agents, employees and assigns (the "Town of Tarboro"), from and for any and all liability arising from or related to the Communicable Diseases, which might occur as a result of participation in the Activities.
6. The Participants shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the Tarboro Parks and Recreation Department from and against any and all claims, demands or causes of action, including all costs, medical expenses, incidental or consequential damages, and attorney fees, that the Participants may have by reason of the Communicable Diseases or the Activities, including, but not limited to, any claims or losses arising from or in any way related to the Communicable Diseases, whether caused by the negligence of the Releasees or otherwise.
7. This Consent and Waiver shall bind the Participants, their heirs, personal representative, guardians, next of kin and assigns, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, INDEMNITY, AND COVENANT NOT TO SUE the Town of Tarboro. This Consent and Waiver shall be construed, interpreted, and controlled by the laws of the State of North Carolina.

IN SIGNING THIS CONSENT AND WAIVER, I ACKNOWLEDGE AND REPRESENT THAT: (i) I have read the foregoing Consent and Waiver, understand its provisions, and sign it voluntarily, knowingly, and willingly; (ii) no oral representations, statements, or inducements, except as contained herein, have been made; (iii) I am at least eighteen (18) years old and fully competent to execute this Waiver and Consent; (iv) I execute this Consent and Waiver for full, adequate consideration fully intending to be bound by the same; (v) I am the parent/guardian of the minor(s) listed below, and I have full legal responsibility for said minor(s); and (vi) I have read and explained the provisions of this Consent and Waiver to said minor(s), including the risks of participating in the Activities and said minor's personal responsibility for adhering to the rules, regulations, protocols and guidelines for protection from and prevention of the Communicable Diseases.

IN WITNESS WHEREOF, I, the undersigned, hereby execute this Consent and Waiver, on behalf of the Participants, myself and any minor(s) listed below.

Printed Name: _____ Date: _____ Relation to the Minor(s) Listed Below: _____

Signature: _____

Name and Address of Minor(s):

Telephone: _____

1. _____

Address: _____

2. _____

3. _____