

DAKOTA COUNTY PARKS PARTICIPATION AND RELEASE OF LIABILITY

This document affects your legal rights. Read it carefully before signing.

I, _____, wish to participate in the _____] ("Program") provided by County of Dakota ("County") through the Dakota County Parks Department. My attendance or participation, or both, in the Program is completely voluntary and participation is permitted with knowledge of any danger involved and with agreement to accept and assume any and all risk of property damage, personal injury, illness or death.

In consideration for being allowed to participate in the Program, I, for myself, and on behalf my family members, successors, assigns and personal representatives, hereby waive, release and forever discharge to the fullest extent permitted by law the County of Dakota and its elected officials, employees, agents, officers, contractors, volunteers, and representatives (collectively, the "Released Parties") from any and all liability whatsoever for any and all damages, losses, or injuries (including death) that I sustain or may sustain to my person, property, or both, as a result of or in connection with my participation in the Program. This Waiver and Release encompasses and includes, without limitation, any and all suits, actions, claims, demands, and causes of action of any kind or nature whatsoever, both direct and indirect, that I have or may have against the Released Parties arising out of or relating to my attendance or participation, or both, in the Program. This specifically includes releasing the Released Parties from financial responsibility for costs resulting from medical treatment for any injury or illness that I may sustain while attending or participating in the Program or resulting from attending or participating in the Program. This Waiver and Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I acknowledge that a global pandemic has been declared by the World Health Organization for COVID-19, an extremely contagious virus, which is believed to be spread mainly from person-to-person contact. I understand that the County has enacted preventive measures to reduce the spread of COVID-19, but because of the nature of the virus, the County cannot guarantee that participants in the Program will not become infected. I acknowledge that I understand the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected with COVID-19 by participating in the Program.

To the best of my knowledge I do not have any physical or medical condition(s) that prevents or limits me from participating in the Program. The County does not insure participants in the Program and any insurance would be through personal insurance. I agree I am responsible for any medical expenses incurred for injuries or illness sustained by me while participating in the Program. The County has no responsibility or liability for injury, illness or death resulting from participation in the Program.

I agree I will comply with all the rules related to the Program including any rules related to social/physical distancing, wearing of masks/ protective face coverings, and personal hygiene to help prevent the transmission of COVID-19 and that failure to adhere to the rules may result in my expulsion from the Program.

By signing this Release and Waiver, I acknowledge that I have read and understand the Parks COVID-19 Program Handbook which has been electronically provided to me by the County.

I have read and fully understand the above important information. I am aware that by signing this Waiver and Release of Liability, I am giving up substantial legal rights that I may have. I am signing this Waiver and Release of Liability knowingly and voluntarily to participate in the Program.

Date

Signature

Print your name

Signature of Parent/Guardian