

CITY OF MARIETTA RELEASE

CUSTER PARK SPORTS AND FITNESS CENTER

Release of Liability and Waiver of Claims

In consideration of use of the Custer Park Sports and Fitness Center, hereinafter referred to as "Custer", the undersigned organization/business/group/individual hereby agrees and warrants that they shall release, defend, indemnify and save harmless the City of Marietta, its officers, directors, employees and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns and agents from any and all costs, expenses, restrictions, claims, demands, suits, actions, proceedings, damages, liabilities, deficiencies, judgments, levies, costs or expenses, including, but not limited to, attorney's fees and expenses of any kind and nature, including, but not by way of limitation, any claim for damages to property or injuries to or death of any person or persons relating to or arising from the use of Custer or related activities, regardless of whether arising from the negligence or wrongful acts, errors or omissions of the City of Marietta.

Without limiting the generality of the foregoing, the undersigned organization/business/group/individual agrees that they shall reimburse the City of Marietta for legal fees and other costs incurred in the City of Marietta's defense of such claims of litigation. The City of Marietta shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement.

This release extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. I am aware that participation includes potential risks to me of exposure directly or indirectly arising out of, contributed to or by, or resulting from an outbreak of any communicable disease, including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19), and/or any mutation or variation thereof. The provisions of any state, federal, local or territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

Any person entering the premises waives all civil liability against this premises owner and operator for any injuries caused by the inherent risk associated with contracting COVID-19 at public gatherings, except for gross negligence, willful and wanton misconduct, reckless infliction of harm, or intentional infliction of harm, by the individual or entity of the premises.

The undersigned organization/business/group/individual acknowledges that the agreement hereby releases and discharges the City of Marietta, its officers, directors, employees and agents, of any and all claims, relating to any bodily and personal injuries or damages to property and the consequences thereof resulting from their use of Custer.

I do hereby covenant with the City of Marietta that I, my heirs, executors, assigns and transferees will never at any future time sue the City of Marietta for or on account of any claim for damages arising out of my use of Custer whether such claims arise by negligence of the City of Marietta, its employees or agents, or by the negligence of any other participant.

It is further agreed and understood that said use of Custer is not to be construed as an admission of liability and acceptance of assumption of responsibility by the City of Marietta, its officers and members.

INITIALS: _____

Assumption of Risk

I, the undersigned, am aware that there are significant inherent risks associated with use of Custer and its amenities and in all aspects of athletic activities. These risks include, but are not limited to: falls which can result in serious injury or death; injury or death due to negligence on the part of myself, or other people around me; injury or death due to improper use or failure of equipment; dehydration; and, strains and sprains. I am aware that any of these above mentioned risks may result in serious injury or death to myself. I understand that should I feel light-headed, faint, dizzy, nauseated, or experience pain or discomfort, I am to stop the activity immediately. I willingly assume full responsibility for the risks that I am exposing myself to and accept full responsibility for any injury or death that may result from participation in any activity or class while at Custer. I am aware that this agreement is ongoing and will apply to all future activities at Custer.

INITIALS: _____

Photography/Video Release

Participants entering Custer and/or participating or viewing activities at Custer may be photographed or videotaped at any time. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the City of Marietta website or in any editorial, promotional or advertising material produced and/or published by the City of Marietta.

INITIALS: _____

I have **read** and **understood** the foregoing assumption of risk, and release of liability and I understand that by signing it obligates me to indemnify the parties named for any liability for injury or death of any person and damage to property caused by my negligent or intentional act or omission. I understand that by **signing** this form I am **waiving** valuable legal rights.

PRINTED NAME OF ORGANIZATION/BUSINESS/GROUP/INDIVIDUAL:

PARTICIPANT SIGNATURE: _____

IF PARTICIPANT IS UNDER 18 YEARS OLD:

SIGNATURE OF PARENT/GUARDIAN: _____

PRINTED NAME OF PARENT/GUARDIAN: _____

DATE: _____

8/11/2020