



## City of Mason Guest Waiver

### **COVID-19 User Agreement**

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 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 recreational opportunities with the City of Mason. I further understand that there may be visitors from outside of the State of Ohio, where COVID-19 protocols may be different than the State of Ohio, and I may come into contact or be exposed to them while participating in recreational opportunities with the City of Mason. Furthermore, the City of Mason reserves the right to remove any and all persons from City facilities that may be observed not adhering to COVID-19 protocols.

I will follow the applicable laws and guidelines during the event and my time on the premises. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises or from using the Facility and participating in the event there and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the City of Mason, its officials, elected or otherwise, agents, employees, contractors, and the Mason City School District and their elected and appointed officials, boards, commissions, volunteers, employees, agents, and independent contractors, and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result my being on the premises, using the Facility, and/or participating in recreational opportunities with the City of Mason.

I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. This Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES.

This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of Ohio.

### **Release of All Claims and Agreement Not to Sue**

As additional consideration of my application and permitting me the opportunity to participate in recreational activities and to utilize the facilities at the Mason Community Center, the undersigned hereby waives, releases, discharges, saves, holds harmless, and indemnifies the City of Mason and the Mason City School District, their employees, volunteers, agents, and independent contractors, from any and all claims of whatever kind, to me, my spouse, or my dependents which may directly or indirectly arise. I hereby agree to accept any and all risk of personal injury, illness, death, or property damage and verify this statement by placing my signature below. Furthermore, by signing below for myself, my dependents, and/or my spouse, I understand this release bars claims by the undersigned’s spouse, dependents, heirs, assigns, executors, and administrators.

I understand that photographs and/or videotapes of me and my family members may be taken for use in promoting the City of Mason activities and facilities in future editions of CenterPoint, in a variety of other publications, on display boards throughout the Community Center and for other uses by the City of Mason. I hereby give my permission to use such photographs without compensation to me.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.



PLEASE PRINT

---

Last Name	First Name	Middle Initial	Date of Birth
-----------	------------	----------------	---------------

---

Street Address	City/St	Zip Code
----------------	---------	----------

---

Home Phone	Work Phone	Cell Phone	Emergency Phone
------------	------------	------------	-----------------

---

E-mail

---

Emergency Contact Name	Relationship	Phone Number
------------------------	--------------	--------------

---

Alternate Phone Number

---

Parent/Guardian signature of any dependent under 18 years old	Date
---	------

**Please list additional household family members**