

**SUMTER YOUTH CENTER WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

Child Participant Name \_\_\_\_\_ (Please Print)

Child Participant Name \_\_\_\_\_ (Please Print)

IN CONSIDERATION of the child or children named above being permitted to utilize the services and programs of Sumter Youth Center, Inc., a Florida non-profit corporation (the "YOUTH CENTER") and/or to so participate for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any off-site program affiliated with the YOUTH CENTER, the undersigned, on behalf of such participating children hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in Florida. In accordance with the most recent guidance and protocols issued by the Centers for Disease Control and Prevention (CDC) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YOUTH CENTER within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the YOUTH CENTER if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the YOUTH CENTER immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The YOUTH CENTER has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the YOUTH CENTER, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the YOUTH CENTER and acknowledges that use thereof by such participating children may, despite the YOUTH CENTER's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED, ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the YOUTH CENTER, its directors, officers, employees, volunteers and agents from all liability to such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of such participating children (or any person who may contract COVID-19, directly or indirectly, from such participating children) whether caused by the negligence, active or passive, of the YOUTH CENTER or otherwise while such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the YOUTH CENTER.

The undersigned agrees and acknowledges that use of the YOUTH CENTER facilities and services, and participation in the YOUTH CENTER programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBIUTY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the YOUTH CENTER and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with the YOUTH CENTER. The undersigned acknowledges that any illness or injuries that such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIYER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE YOUTH CENTER IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT THE YOUTH CENTER FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF THE PARTICIPATING CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE YOUTH CENTER THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINORS.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Parent or Guardian