

WAIVER/RELEASE FOR COMMUNICABLE DISEASES ***INCLUDING COVID-19***
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in any way in any Dare County sponsored activities, programs or events, or on or in Dare County or Dare County Board of Education facilities, including facilities used by but not owed by Dare County or the Dare County Board of Education, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 (coronavirus). Participation does not always allow for and Dare County does not guarantee proper social distancing measures and practices, the wearing of face masks, the sanitization of equipment or facilities or other measures to reduce the risks of illness or death from infectious diseases. While particular rules and personal discipline, choices and behavior may reduce this risk, the risk of serious illness and death still exist (the risk of serious illness and death hereinafter referred to as “all such risks”); and,

2. I am responsible for and willingly agree to comply with the stated and customary terms and conditions for participation as set forth in Appendix A and acknowledge that even after following such guidelines there remains risk of serious illness or death. If, however, I observe any unusual significant hazard during my presence or participation, or if I feel that my health is at risk, I will remove myself from participation.

3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS and indemnify Dare County and the Dare County Board of Education, their Board Of Commissioners and Board of Education respectively, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, volunteers and game officials and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), from ANY AND ALL ILLNESS, DISABILITY, DEATH, loss or damage to person or property, and from any and all claims, demands, damages and causes of action of any nature whatsoever WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law, on account of, or by reason of my participation in the above activities, programs or events.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

_____ **Initial**

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his/her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature _____

DATE SIGNED: _____

Emergency Phone Number: (_____) _____