

# Waiver and Release of Liability



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**Please read carefully before signing.**

1. I wish to participate in the following recreation activity: recreational swimming and/or swimming lessons (the "Activity") sponsored by the City of Lambertton, Minnesota (the "City").
2. My participation in the Activity is voluntary. I acknowledge that participating in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Such risks include: (1) minor injuries such as bruises and sprains; (2) major injuries such as joint or back injuries, broken bones, and head injuries; and (3) catastrophic injuries including paralysis and death. I assume any and all risks, both known and unknown, while participating in the Activity.
3. I acknowledge that COVID-19 has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The City has enacted preventative measures to reduce the spread of COVID-19. The City, however, cannot guarantee that participants in the Activity will not become infected with COVID-19. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk I may be exposed to or infected by COVID-19 by participating in the Activity.
4. To the best of my knowledge I have no physical or medical condition that would prevent me from participating in the Activity. I warrant that I do not have any symptoms of COVID-19, including, without limitation, fever, cough, shortness of breath or difficulty breathing, chills, or muscle or body aches; or have a suspected or confirmed diagnosis of COVID-19.
5. In consideration of being allowed to participate in the Activity, I understand and agree that neither the City nor any person acting on behalf of the City, may be held liable in any way for any event which occurs in connection with this Activity which may result in harm, death, injury or other damage to me. This waiver of liability does not waive liability for any injuries that I obtain as the result of willful, wanton or intentional misconduct by the City or any person acting on behalf of the City.
6. I agree to comply with all rules related to the Activity including policies related to social distancing and personal hygiene to help prevent the transmission of COVID-19. If I observe any unusual or significant hazard during my participation in the Activity, I will stop participating and immediately notify the nearest official.
7. I agree to defend, indemnify and hold harmless the City for any expense or liability the City may incur as a result of my conduct, actions or omissions while performing the Activity.
8. It is my express intent that this Waiver and Release of Liability shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

9. I grant permission for the use of any photographs, motion pictures, recording, or any other record of my participation in this Activity for any legitimate purpose, without financial or other compensation or royalties.
10. If any court finds any portion of this Waiver and Release of Liability to be contrary to law, invalid, or unenforceable, the remainder of the Waiver and Release of Liability will remain in full force and effect.
11. I have read the above and understand the legal significance of signing this document.

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature (if over eighteen (18) years of age)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

Additional Names of participants under eighteen (18) years of age with the same parent or legal guardian:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTICE: Participants under eighteen (18) years of age must have this Waiver and Release of Liability signed by their parent or legal guardian.

I certify that I am the parent or legal guardian of the above individual(s) and hereby consent to his or her participation in the Activity. I have read and understand the above Waiver and Release of Liability and I agree to be bound by the terms stated therein.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date