



COVID-19 ADDENDUM
CITY REGULATIONS FOR USE OF CITY FACILITIES
ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY

I. The following rules are added to the General Rules of Use at the Old Parish House located at 4711 Knox Road, College Park, Maryland 20740:

OUTDOORS:

- 6' social distancing applies
- No masks required
- Number of persons: The maximum number of persons is set by the size of the space. The maximum number of persons allowed in the backyard (south side of building) outdoor area is 9. The maximum number of persons allowed in the side yard by Dartmouth Avenue (east side of building) outdoor area is 8. The maximum number of persons allowed in combined outdoor area is 17.

INDOORS:

- 50% capacity. The maximum number of persons allowed in this facility is 50.
- 6' social distancing applies
- Masks required

II. ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY

COVID-19, which has been declared a worldwide pandemic by the World Health Organization, is a highly contagious virus, and is believed to be spread mainly from person-to-person contact. As a result, federal, state and local governments and health agencies have recommended social distancing, the wearing of facemasks, and have in many places prohibited or limited the congregation of groups of people.

I acknowledge that the City cannot guarantee that I or my child(ren) will not be exposed to or become infected with COVID-19 while attending activities at City facilities or at City-sponsored events. Attendance at or participation in activities at City facilities or at City-sponsored events could increase my risk and/or my child(ren)'s risk of contracting COVID-19, and potentially spreading the disease to other individuals.

By signing this agreement, I acknowledge the highly contagious nature of COVID-19, and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 while attending activities at City facilities, or at City-sponsored events, and that such exposure or

infection may result in permanent injury, illness, permanent disability, and death. I understand and accept that the risk of becoming exposed to or infected by COVID-19 at City facilities or at City-sponsored events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, elected and appointed officials, volunteers, agents, and activity or event participants and their families.

I voluntarily agree to assume all of the foregoing risks, and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, permanent injury, illness, permanent disability, and death), as well as for any damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at City facilities or at City-sponsored events ("Claims"). I voluntarily agree on behalf of the organization, if applicable, to assume all of the foregoing risks, and accept sole responsibility for any Claims by any participant. On my behalf, and on behalf of my child(ren), and if applicable on behalf of the organization, I hereby release, covenant not to sue, discharge, and hold harmless the City, its employees, elected and appointed officials, volunteers, agents and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind, arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, elected and appointed officials, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in activities at a City facility or a City-sponsored event.

I also understand and agree that the law of the State of Maryland will apply to this waiver.

I have carefully read and fully understand all provisions of the rules of use and this waiver, and freely and knowingly assume the risk and waive my rights and those of my children, and/or organization, concerning liability as described above:

Signature: _____ Date: _____

Name (Printed): _____

Organization Represented: _____

I am the parent or legal guardian of _____,
and I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver.

Signature: _____ Date: _____

Name (Printed): _____