**ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19**

 The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. As a result, federal, state and local governments and federal and state health agencies recommend social distances and have, in many locations, prohibited the congregation of groups of people.

 The **New Haven/Adams Township Department of Parks and Recreation** (hereafter “Park Department”) has put in place preventative measures to reduce the spread of COVID-19 and has met the recommendations of the Centers for Disease Control and the Indiana State Department of Health whose recommendations were based upon scientific data regarding COVID-19. However, the Park Department cannot guarantee that I, or my guests, will not become infected with COVID-19.

 By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, or my guests, may be exposed to or infected by COVID-19 at any point during our use and rental of Park Department facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infested by COVID-19 at the Park Department facilities may result from the actions, omissions, or negligence of myself and others.

 I voluntarily agree to abide by all social distancing guidelines yet I understand that I assume all of the foregoing risks and accept sole responsibility for any injury to myself (including but not limited to personal injury, disability, and death), illness, damages, loss, claim, liability, or expense of any kind, that I or my guests may experience or incur in connection with my rental and use of facilities at the Park Department. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Park Department and the City of New Haven, Indiana, their employees, 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 to use and rental of such facilities. I understand and agree that this release includes claims based on actions, omissions, or negligence of the Park Department and the City of New Haven, Indiana, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after my use and rental of Park Department facilities.

Signature of Renter/User Date

Print Name of Renter/User