

**RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISKS
and
INDEMNITY/HOLD HARMLESS AGREEMENT
for
PARTICIPATION IN CITY OF DUBLIN EVENTS/ACTIVITIES
and
USE OF CITY OF DUBLIN FACILITIES**

For and in consideration for participation in City-sponsored events/activities or use of City facilities, the undersigned Users (defined to mean each signatory to this document and each signatory's minors, heirs, successors, representatives and assigns) hereby waive, release, and/or relinquish any and all claims, rights, and causes of action against the City of Dublin ("Dublin" or "City") including, but not limited to, claims or causes of action for personal injury or illness, property damage, wrongful death, and/or exposure to or infection by any Naturally Occurring Disease, defined to include any disease, illness, or infection caused by bacteria, viruses, rickettsiae, fungi, and parasites, arising out of Users participation in City-sponsored events/activities or use of City facilities, wherever or however they occur, and for such period said activities or use may occur. Users specifically acknowledge that they are voluntarily participating in the sponsored events/activities or voluntarily using the City's facilities and specifically assume all risks associated with that use, event, or activity.

Users understand that gathering in groups of people in close quarters may cause exposure to or infection by any Naturally Occurring Disease, including the novel coronavirus, COVID-19. COVID-19 has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to spread mainly from person-to-person and person-to-object-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

Users expressly acknowledge that the City of Dublin (hereby defined to include all employees, managers, agents, elected officials, volunteers, representatives, and their insurers) cannot guarantee that User will not become infected with any Naturally Occurring Disease, including COVID-19 through participation in City-sponsored events/activities or the use of City facilities. Further, Users understand that participating in City events/activities and using City facilities could increase the risk of contracting a Naturally Occurring Disease.

The undersigned Users hereby agree as follows:

USER AGREES TO INDEMNIFY AND HOLD THE CITY OF DUBLIN HARMLESS FROM LIABILITY OR CLAIMS, DEMANDS, DAMAGES AND COSTS FOR OR ARISING OUT OF ANY DAMAGE, INJURY, DISEASE, SICKNESS OR DEATH TO USERS, OR THEIR MINORS, OR INVITEES RELATING TO THE USE OR OPERATION OF CITY FACILITIES OR PARTICIPATION IN CITY-SPONSORED EVENTS/ACTIVITIES. THE UNDERSIGNED USER UNDERSTANDS, ACKNOWLEDGES, AND STIPULATES THAT THIS INDEMNITY AGREEMENT INCLUDES ANY SUCH CLAIMS, DEMANDS AND COSTS ARISING OUT OF NEGLIGENCE ON THE PART OF THE RELEASED PARTIES.

User stipulates and agrees that invalidation of any term(s) or provision(s) of this Agreement by judgment or other court order shall not affect any of the other terms or provisions and such other terms and provisions shall remain in full force and effect.

User acknowledges that he/she understands and has read each of the above paragraphs, that User is fully advised of the potential dangers of visiting City facilities and participating in City events, that User is signing this document voluntarily and with full knowledge of his/her actions, and that User, or User's parents/guardians, have all legal authority to sign this Waiver and Release.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS. I ACKNOWLEDGE THAT I AM SOLELY RESPONSIBLE FOR ANY INJURIES, ILLNESS, OR DEATH INCURRED WHILE USING CITY FACILITIES AND PARTICIPATING IN CITY-SPONSORED EVENTS/ACTIVITIES.

Name of User: _____ Date of Birth: _____

Date of this Agreement: _____

Signature of User: _____ (or Parent/Guardian if User is under 18)