

Cumming Recreation and Parks Department
Participation Waiver & Consent

In consideration of the benefits flowing to the Participant as a result of the Program named, the undersigned hereby waives, releases and forever discharges the City of Cumming, the City of Cumming Recreation and Parks Department, its officials, employees and agents (all collectively being referred to hereinafter as the "City of Cumming") from any and all claims, demands, damages, actions, causes of action or suits of whatsoever kind or nature, including, without limitation, property damage or bodily injury including death, suffered by the undersigned or the person on behalf of which the undersigned is signing (hereinafter referred to as "Participant") as a result of or in connection with the Program named, including, without limitation, any travel associated therewith.

Being fully aware of the risk of bodily injury, the undersigned does further agree to assume the risk of any danger involved in the Program.

Being desirous of arranging for the medical care and treatment of Participant, including any Participant who is a minor child during his/her participation in the Program, the undersigned hereby authorizes the Cumming Recreation and Parks Department to act in the following manner on the undersigned's behalf, place and stead:

- (a) To obtain and authorize medical care for said Participant at any hospital, emergency center, or any other health or medical facility; by any medical doctor, osteopath, nurse, surgeon, or any other practitioner of a healing art;
- (b) To have an injury or condition of the Participant evaluated by an athletic trainer who may (but who will not necessarily) be present during a portion of the Program;
- (c) To do any other thing or perform any other act, not limited to the foregoing, which the undersigned might do in person, in order to provide for the medical care and welfare of the Participant.

By engaging in this activity or class with the City of Cumming, the undersigned acknowledges for self as well as for any minor or ward for whom the undersigned is signing that it is possible the novel coronavirus (SARS-CoV-2) or other bacteria or viruses may be present at the location where the class or activity will take place. While efforts are made to keep City of Cumming facilities clean and disinfected, as well as to limit the presence of persons who may be carriers of illnesses, it is impossible to guarantee that a participant in a City of Cumming Parks and Recreation Department program or class will remain free from illness. As such, the undersigned waives for self as well as for any minor or ward for whom the undersigned is signing any and all claims, damages, liability, or causes of action against the City of Cumming, its departments, employees, officers, agents, and representatives, which may arise out of or be related to any illness which might have been contracted while at a City of Cumming facility or engaging in a City of Cumming class or program.

The undersigned further agrees to be responsible for the expenses of any medical care needed by the Participant, and to hold the staff authorizing the medical care as well as the City of Cumming harmless from any damages suffered by the Participant or the undersigned as a result of any evaluation or medical treatment authorized. This Medical Authorization shall remain effective until such time as the Program has been completed.

Signature (if participant is under 18 years of age, signature of parent/guardian)

Date

Please PRINT name above

Date

Name of Participant if different from signatory

Relation to signatory