

**WAIVER OF LIABILITY AND HOLD HARMLESS FOR COMMUNICABLE
DISEASES INCLUDING COVID-19 AND OTHER INJURIES**

Youth's Name: _____

Grade: _____ Home Phone: _____

Address: _____

Parent(s)/Guardian(s) Names: _____

Parent/ Guardian phone: Work: _____ Home: _____ Other: _____

The novel coronavirus ("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. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **The City of Alturas cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in Youth Summer Program Participation in Youth Summer Program includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.**

Furthermore, the undersigned as the youth's legal guardian understands that the undersigned's participation in the Youth Summer Programs events is voluntary. In consideration for the Youth's participation in City of Alturas Summer Youth Program events, the undersigned on his or her own behalf and as legal guardian of the Youth participant understands and on the behalf of his or her and the youth's heirs, executors and assigns does hereby agree to assume all the risks and responsibilities surrounding such youth's participation and does hereby also fully and forever waive, release and discharge the City of Alturas, and its respective officers, directors, employees and agents (collectively, the "Releasees") from any and all liabilities, demands, claims, damages, losses, costs (including attorneys' fees), actions and causes of action (known or unknown) arising out of or related in any way with the youth's participation in City of Alturas Summer Youth Programs events or presence at any City of Alturas Summer Youth Program events at any time, including, but not limited to, any claim whatsoever on account of first aid or service rendered to the undersigned during City of Alturas Summer Youth Program events. This release is intended to discharge in advance the Releasees and all other parties and properties related with City of Alturas Youth Summer Program events from liability to the full extent allowable under applicable laws, **EVEN THOUGH LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES MENTIONED ABOVE.**

The undersigned and on behalf of the Youth further agrees that this release is a full and complete waiver of all claims, which shall apply to all known and unknown and unanticipated claims, and waive the benefits of Section 1542 of the California Civil Code, which provides that "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**" The undersigned agrees that under no circumstances will the undersigned and/or the youth or their heirs, executors or assigns prosecute or present any claim for personal injury, property damage or wrongful death against the Releasees arising out of or related in any way

with the Youth's participation in City of Alturas Summer Youth Program events or presence at City of Alturas Summer Youth Program events at any time, whether as a result of the Releasees' negligence or otherwise.

INDEMNITY: The undersigned on behalf of the Youth agrees to fully and forever indemnify, defend and hold harmless the Releasees from any and all liability, including any and all demands, claims, damages, losses, costs (including attorneys' fees), actions and causes of action (known or unknown) arising out of or related in any way with the Youth's participation in City of Alturas events or presence at City of Alturas events at any time, including, but not limited to, any injury, property damage or death that the Youth may suffer as a result of the undersigned's Youth's participation in City of Alturas events, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE NEGLIGENCE OF ANY OF THE RELEASEES OR OTHERWISE.**

The undersigned has read this document and fully understand its terms. The undersigned understands that he or she may be giving up substantial rights on the undersigned and Youth's behalf by signing this document and signs it freely and voluntarily without any inducement. It is further understood and agreed that this Release and Waiver of Liability has to be signed in order to participate in City of Alturas Summer Youth Program events and that it is legally binding on the undersigned and his or her heirs, executors and assigns.

I also agree to release, exonerate, discharge and hold harmless the City of Alturas its City Council, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from an infectious disease including COVID-19, which may result from or in connection with the Youth's participation in Summer Youth Program.

I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of myself and the Youth.

I certify that I have read this document in its entirety and fully understand its contents. In exchange for the opportunity to participate in the Summer Youth Program the above-named youth and I freely and voluntarily assume all risks of such hazards and notwithstanding such, release City of Alturas from all liability for any loss regardless of cause, and claims arising from the youth's participation in the City of Alturas Summer Youth Program.

Youth Signature

Date

Parent/Legal Guardian Signature

Date