



PARKS & REC
City of Upper Arlington

PARKS & REC
3600 Tremont Road | Upper Arlington, OH 43221
614-583-5300 | upperarlingtonoh.gov

2023 ACTIVITY WAIVER

I acknowledge that participation in City of Upper Arlington programs may involve some risk of physical injury due to the nature of the activities. In consideration for acceptance of these programs, I do hereby release and forever discharge, for myself, my heirs, executors and administrators, any and all claims to collect damages which I/my child may incur in these activities, and any and all rights to such damages against the City of Upper Arlington or its representatives, employees, independent contractors, agents or officials, directors, sponsors, or any officials of these programs. This includes any transportation involved with travel related to these programs. I further represent that I/my child is in good physical condition to participate in these programs.

I am aware that this waiver is valid for any program registrations received by the City of Upper Arlington until a revised form is required. I understand that participants may be videotaped or photographed during recreation department programs, activities and events. My photo, video and film likeness, and that of my child or ward, may be used by the program, activity and event holders, producers, sponsors, organizers and/or their assigns for any legitimate purpose and I will hold the released parties harmless, on behalf of myself and my child or ward and the parents, guardians and others as outlined above, for such use. If the participant is a minor or otherwise legally incapacitated, the undersigned parent and natural guardian or legal guardian of the participant hereby represents and certifies that he or she is, in fact, the parent or legal guardian of said child or ward and that he or she possesses the authority to act in such capacity and does hereby so act and agrees to indemnify and hold harmless the released parties from all liabilities and costs as outlined above as may be imposed upon the released parties because of any defect in or lack of legal capacity to execute this release and so act and to release said parties on behalf of the child or ward and parents or guardians and others as outlined above.

MEDICAL AUTHORIZATION I hereby grant and give the City of Upper Arlington the right to emergency medical authorization. In the event reasonable attempts to contact parent or relative have been unsuccessful, I hereby give my consent for the administration of any treatment deemed necessary by my Physician or Dentist, or in the event the designated preferred practitioner is not available, transfer of my child/myself to preferred hospital or any hospital reasonable accessible. This authorization does not cover major surgery unless the medical opinions of two other licensed physicians or dentists, concurring in necessity for such surgery, are obtained prior to the performance of such surgery.

As a parent of a participant and as a participant myself, I recognize that there are certain risks of physical injury and illness inherent in and associated with participation in the City's Parks and Recreation Programs. By signing this document, and by my and/or my child(ren)'s voluntary participation in such programs, I agree to assume the full risk of any injuries, illness, damages, or loss resulting from participating in any and all activities connected to or associated with the City's Parks and Recreation Programs, on behalf of myself and/or on behalf of my child(ren). I relinquish all claims I may have as a result of my, my child(ren)'s and/or family's participation in the program, against the City of Upper Arlington, its employees, elected officials, and their respective agents, any/all locations hosting space for the programs, their employees and volunteers (the "Released Parties") for any and all claims from injuries, illness, damage or loss which I have or my child(ren) or which may occur to me or my child(ren) on account of my or my child(ren)'s participation in the program. In addition to general risks of participation, 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-



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person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and other safety measures to prevent the spread of the disease. These guidelines are fluid and participants must agree to adhere to those in place at the time of the program.

The City seeks to limit the spread of COVID-19 by requiring that participants in the City's Parks and Recreation Programs take their temperature prior to entering the City's facilities or participating in a program and stay home if they: 1) are sick, 2) are feeling any symptoms of COVID-19 as identified by the CDC (such as cough, shortness of breath or difficulty breathing, fever, chills, or new loss of taste or smell), 3) have a fever of 100.4 degrees F or above, 4) are suspected of having COVID-19 or 5) had recent exposure to someone with a suspected or confirmed case of COVID-19. By signing below, I acknowledge that I will abide with these requirements to self-monitor and will take my temperature, or my child(ren)'s temperature prior to participation. On behalf of myself and my family - we agree to adhere to all state, local, and other guidelines in place designed to keep people safe. I understand that the City is not monitoring whether I or other participants comply with this requirement. The City's recreation programs have put in place preventative measures to reduce the spread of COVID-19; however, the City cannot guarantee that you or your child(ren) will not become infected with COVID-19, and participating in these programs could increase your risk and/or your child(ren)'s risk of contracting COVID-19.

In addition, I recognize by participating in City Parks and Recreation programs at this time - we are at a higher risk for contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, heirs, executors, administrators, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Released Parties for any and all claims from injuries, illness, damage or loss which I have or which may occur to me or to my family on account of my player(s) and family's participation in the program. 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, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my/our attendance at or participation in City Parks and Recreation programming. I agree to indemnify, defend, and hold harmless the Released Parties from and against any costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by me or my family against any of the Released Parties due to bodily injury, illness, death, loss of use, monetary loss, or any other injury from or related to the programs use of facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise including but not limited to COVID-19. If registering for this program(s) by phone, I verbally acknowledge agreement to this activity waiver. Should I decide I no longer wish to participate in the activity after receiving the registration receipt with activity waiver, I will contact the Upper Arlington Parks & Recreation office at parcs@uaoh.net within 48 hours of registering to cancel enrollment in the activity. This agreement may be executed with signatures delivered electronically. By signing I agree, I have authorized my signature to be formally applied to this document.

I have carefully read this release and understand its contents.

Signature (participant/legal guardian): _____ **Date:** _____

Printed Name of Participant: _____