

STATE OF NORTH CAROLINA )  
 )  
COUNTY OF FORSYTH )

**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 and is believed to spread mainly from person-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 the congregation of groups of people.

The City of Winston-Salem (the "City") has created new protocols and 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. Further, attending any program may increase the risk that you or your child(ren) contract COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending City-sponsored programming and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at this City program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City officers, agents, and employees, other volunteers, and program participants and their families.

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 child(ren)'s attendance at this City program. On my behalf, and on behalf of my child(ren) and our heirs, assigns, and personal representative, I hereby release, covenant not to sue, discharge, and hold harmless the City and its officers, agents, employees, and representatives and other participants, sponsoring agencies, sponsors, advertisers, and (if applicable) the owners and lessors of the premises used, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the City and its officers, agents, employees, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any City program. I understand and agree that my child(ren) shall not be considered employees, agents, or representatives of the City and shall not be entitled to employee benefits of any kind. This waiver shall be governed by and construed in accordance with the laws of the State of North Carolina. This waiver represents the entire understanding and agreement between the parties. This waiver cannot be amended or modified except by another written document duly signed and executed by the City and the undersigned.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of Participant: \_\_\_\_\_

Participant's Birthdate: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_  
(if Participant is at least 18 years old)

Name of parent/guardian: \_\_\_\_\_  
(if Participant is under age 18)

Signature of parent/guardian: \_\_\_\_\_  
(if Participant is under age 18)

Today's Date: \_\_\_\_\_