

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY AND INDEMNITY
RELATING TO COVID-19
CITY OF LAKE LAND
(POLICE ATHLETIC LEAGUE OF LAKE LAND, INC.)**

PLEASE READ CAREFULLY BEFORE SIGNING

**NOTICE OF MINOR CHILD'S PARENT OR GUARDIAN
(Pursuant to §774.301, Fla. Stat.)**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF CITY OF LAKE LAND USES REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE CITY OF LAKE LAND IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE CITY OF LAKE LAND HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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 Lakeland has put in place preventative measures to reduce the spread of COVID-19. However, the City of Lakeland cannot guarantee that you or your child will not become infected with COVID-19 as a result in participating in the Police Athletic League of Lakeland, Inc.'s (PAL) Program (hereinafter "Program"). Further, participation in the Program, could increase your risk and your child's risk of contracting COVID-19.

By signing this Release and Waiver of Liability and Indemnity Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child and I may be exposed to or infected by COVID-19 by participating in the Program and that such exposure or infection may result in personal injury, illness, permanent disability and death. I understand that the risk of becoming exposed to or infected by COVID-19 through participation in such Program may result from the actions, omissions or negligence of myself and others, including, but not limited to, City employees, Program volunteers, Program participants and their families, and others.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or myself (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense of any kind ("Claims"), that I or my child, may experience or incur in connection with my child's participation in the Program. On my behalf and behalf of my child, I hereby release, covenant not to sue, discharge and hold harmless and indemnify the City of Lakeland, its officers, employees and agents of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind of User, its participants, guests, invitees and attendees arising out of or relating to use of the Facility. User understands that this release includes any Claims based on the actions, omissions or negligence of the City of Lakeland, its officers, employees and agents, whether a COVID-19 infection occurs before, during or after participation in the Program.

The parties agree that to the extent the written terms of this release conflict with Florida laws, statutes, or public policy, the written terms of this Waiver and Release of Liability and Indemnity shall be deemed by any court of competent jurisdiction to be modified in the most limited extent possible and in such a manner as to be in full and complete compliance with all such laws, statutes, or public policy, and to not contain any unenforceable, or prohibited term or terms, such that this Risk and Waiver of Liability shall be fully enforceable in accordance with and to the greatest extent permitted by Florida Law.

Printed Name of Child

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date