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Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 and Notice of Personal Responsibility

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. Marshalltown YMCA-YWCA (hereafter referred to as "the Y") has put in place preventative measures to reduce the spread of COVID-19; however, **the Y cannot guarantee that you will not become infected with COVID-19.** Further, participation in any activity could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING

- By signing this agreement, **I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; 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 at the Y may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Y's employees, 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 myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at the Y.** On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Y, its employees, agents, and representatives, 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 Y, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the Y.
- I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.
- In the event that I file a lawsuit, I agree to do so in the State of Iowa, and I further agree that the substantive law of the State of Iowa shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
- **By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**
- **I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.** Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood this document and I agree to be bound by its terms.**
- If I have signed a separate general waiver of liability connected to my participation at the Y, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.
- ***I agree that I will practice safe social distancing and clean hygiene during my participation at the Y. I acknowledge and understand other individuals may initiate legal action against me personally for my mere participation or presence in an activity, I further acknowledge and understand the transmission of COVID-19 is based upon my own personal choices and adoption of the personal responsibility standards clearly stated herein.***

PARENT OR GUARDIAN ADDITIONAL AGREEMENT (Must be completed for participants under the age of 18)

In consideration of this minor being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Signature (age 18 and over): In lieu of written signature, I verbally consent to this document.
Under 18: Parent Signature Required:

Admisión del riesgo y exención de responsabilidad en relación con el Coronavirus/COVID-19

El nuevo coronavirus, COVID-19, fue declarado una pandemia mundial por la Organización Mundial de la Salud. **COVID-19 es extremadamente contagioso** y se piensa que se propaga principalmente a través del contacto de persona a persona. Marshalltown YMCA-YWCA (mencionada de aquí en adelante como "La Y") puso en marcha medidas preventivas para reducir la propagación de COVID-19; sin embargo, **la Y no puede garantizar** que usted o su(s) hijo(s) no se infecte(n) con COVID-19. Además, **asistir a la Y podría aumentar** su riesgo y el de su(s) hijo(s) de contraer COVID-19.

Al firmar este acuerdo, reconozco la naturaleza contagiosa de COVID-19 y asumo voluntariamente el riesgo de que mi(s) hijo(s) y yo podamos estar expuestos o infectados por COVID-19 al asistir a la Y y que dicha exposición o infección pueda resultar en lesiones personales, enfermedad, incapacidad permanente y muerte. Entiendo que el riesgo de estar expuesto o infectado por COVID-19 en la Y puede resultar de las acciones, omisiones o negligencias de mi parte y de otros, incluyendo, pero sin estar limitado a, empleados de la Y, voluntarios y participantes de programas y sus familias.

Acepto voluntariamente asumir todos los riesgos antes mencionados y acepto la responsabilidad exclusiva por cualquier lesión a mi(s) hijo(s) o a mí mismo(a) (incluyendo, pero sin estar limitada a, lesiones personales, discapacidad y muerte), enfermedad, daño, pérdida, reclamación, responsabilidad o gastos, de cualquier tipo, que yo o mi(s) hijo(s) podamos experimentar o incurrir en relación con la asistencia de mi(s) hijo(s) a la Y o la participación en la programación de la Y ("Reclamaciones"). En mi nombre, y en el de mis hijos, por la presente libero, me comprometo a no demandar, eximo de responsabilidad a la Y, a sus empleados, agentes y representantes, de y de las Reclamaciones, incluyendo todas las responsabilidades, reclamos, acciones, daños, costos o gastos de cualquier tipo que surjan de o estén relacionados con ellas. Entiendo y acepto que esta exención incluye cualquier reclamación basada en las acciones, omisiones o negligencia de la Y, sus empleados, agentes y representantes, ya sea que la infección por COVID-19 ocurra antes, durante o después de la participación en cualquier programa del Club.

Declaro que tengo el seguro médico adecuado para cubrir lesiones o enfermedades que pueda sufrir o ser causadas mientras participe en actividades en la Y y a cumplir con los gastos que esto implique.

Al firmar este documento esto de acuerdo que si estoy expuesto o infectado con COVID-19 durante mi participación en actividades de la Y. Estoy de acuerdo que practicare distanciamiento social y tendré higiene personal durante mi participación en la Y.

Menores de 18 años tendrán que traer esta hoja firmada por el padre o tutor antes de entrar a las instalaciones.