



CITY OF CRESTWOOD COMMUNITY CENTER

AGREEMENT TO RELEASE AND HOLD THE CITY OF CRESTWOOD HARMLESS

Please read this section carefully and be aware that in utilizing the City's Community Center, specified above, you are expressly assuming the risk and legal liability and releasing all claims of injuries, damages, or loss which you, or your minor child(ren), might sustain as a result of participating in any and all activities associated with the Community Center. By signing this Agreement, you as an adult, or as a parent or legal guardian of a minor, are acknowledging that you are aware of the risks associated with use of the Community Center and that you are freely assuming those risks.

In exchange for the City operating the Community Center, providing City-paid staff members to supervise the Community Center, and permitting my use of the Community Center, I agree as follows:

- 1. I hereby acknowledge that I understand the nature of the Community Center, and believe that I am, and/or my child(ren) are, qualified and in proper physical condition to utilize the Community Center. I further agree that if at any time, I believe using the Community Center is unsafe with respect to my or my child(ren)'s physical condition, the equipment, or facilities, it shall be my responsibility to immediately discontinue use of Community Center.
2. In addition, I acknowledge that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Missouri. I hereby agree that Participant(s) shall not utilize the Community Center if I, my child(ren), or anyone in our household: (i) experiences symptoms of COVID-19, including without limitation, fever of 100°F or greater, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, and new loss of taste or smell; (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) has had known contact with a suspected or diagnosed/confirmed case of COVID-19. I acknowledge and agree that the City may revise its procedures at any time in accordance with guidance and protocols issued by the Centers for Disease Control and Prevention, the Missouri Department of Health and Senior Services, and the St. Louis County Department of Public Health, for slowing the transmission of COVID-19, including the participation restrictions set forth above, and further agree to comply with the City's procedures at all times while using the Community Center. I further acknowledge and agree that, due to the nature of Community Center activities, social distancing of 6 feet per person may not be possible. I fully understand and appreciate both the known and potential dangers of utilizing the Community Center and acknowledge that such use may, despite the City's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.
3. I further acknowledge and agree that I am aware that using the Community Center involves the risk of illness, serious bodily injury (including the possibility of permanent disability, paralysis, or death), which may be caused by (a) my, or my child(ren)'s, own actions or inactions, (b) the actions or inactions of others using the Community Center, (c) the condition of the equipment and/or facilities at the Community Center, or (d) the actions or inactions of the Releasees identified below; and I fully accept and freely assume all such risk and all responsibility for losses, costs, and damages I and/or my child(ren) may incur as a result of using the Community Center.
4. I, for myself, my child(ren), and my personal representatives, release, forever discharge, and waive the right to pursue any and all claims against, the City of Crestwood, its Board of Aldermen, agents, officers, employees, and others acting on the City's behalf (collectively, "Releasees"), of, from, and against any and all claims, demands, causes of action, suits, and/or legal liabilities for any personal injury, death, damage or loss to property, liability or expense, including attorney's fees, arising out of the below-named participant's use of the Community Center, even if such damages, injuries, or death are alleged to be in whole or in part, directly or indirectly, the fault of or caused by the negligence or carelessness of the Releasees, including, without limitation, claims arising out of the dangerous condition of City property, the negligence of City employees in the operation of motor vehicles or motorized vehicles, or a COVID-19 infection arising before, during, or after using the Community Center.
5. I, for myself, my child(ren), and my personal representatives, agree to defend, indemnify and hold the Releasees, harmless from and against all claims for personal injury, death, damage or loss to property, liability or expense, including attorney's fees, arising out of the below-named participant's use of the Community Center, notwithstanding any possible negligence, (whether sole, concurrent or otherwise) on the part of the Releasees.

Name of Participant _____ Date of Birth (mm/dd/yyyy) _____

Signature of Participant (if under 18, Parent or Legal Guardian) _____ Date _____

Accommodations due to disability: _____

Allergies: _____

Medications:

