TOWN OF PEMBROKE RECREATION DEPARTMENT TOWN OF PEMBROKE PO BOX 866 PEMBROKE, NC 28372

WAIVER/RELEASE FOR COMMUNICABLE DISEASES <u>INCLUDING COVID-19</u>
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate as a player or participant in activities offered by the Town of Pembroke Recreation Department and in related events and activities, which include but are not limited to games, practices, travel to away games and participation in special events (all such events and activities as a player or participant of the Town of Pembroke Recreation Department are hereinafter referred to as "participation"), the undersigned acknowledges, appreciates, and agrees that:

- 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 (coronavirus). Participation as a player or participant in activities offered by the Town of Pembroke Recreation Department does not always allow for proper social distancing measures and practices. While particular rules and personal discipline, choices and behavior may reduce this risk, the risk of serious illness and death does exist (the risk of serious illness and death hereinafter referred to as "all such risks"); and,
- 2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- 3. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Town of Pembroke and the Town of Pembroke Recreation Department, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

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 IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant:
Participant signature:
If participant is a minor, parent/guardian signature:
Date signed: