



## ASSUMPTION OF RISK, LIABILITY WAIVER & RELEASE

### NORDC YOUTH PROGRAMS 2020-2021

The City of New Orleans (the “City”) and the New Orleans Recreation Development Commission (“NORDC”), welcomes your minor child’s participation in NORDC’s Youth Program (“Program”). During this challenging time, the City and NORDC have endeavored to provide an engaging Program that will accomplish the valuable public purpose of providing educational, recreational, and/or economic opportunities for your youth and/or teens.

That said, the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (“WHO”). **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 congregating of groups of people.

The City and NORDC have put in place preventative measures in an effort to reduce the spread of COVID-19; however, the City and NORDC **cannot** guarantee that you or your child(ren) will not become infected with COVID-19. Further, **attending the Program could increase** your risk and your child(ren)’s risk of contracting COVID-19.

To that end, the City and NORDC are requiring all parents or legal guardians to complete the following liability waiver and release form before your minor child(ren) attend any NORDC Program.

I, \_\_\_\_\_, hereby certify that I am the parent or legal guardian of \_\_\_\_\_, a minor child under the age of eighteen (18) years, and I consent to his/her participation in the Program and accept full responsibility for my minor child to participate and engage in any and all programs, lessons, classes, activities, exhibits, events and/or use of equipment (the “Activities”) throughout the course of the Program. To that end, this Assumption of Risk, Liability Waiver and Release (the “Release”) shall cover all use of the Program facility or site (the “Site”), including any and all Activities at the designated Site. The Release is effective as of the date of execution by the parent or legal guardian (the “Effective Date”).

1. **Coronavirus/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 my child(ren) attending 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 at the Site may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City and/or NORDC, their 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 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 or participation in the Program (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant

not to sue, discharge, and hold harmless the City and/or NORDC, their 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 City and/or NORDC, their employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Program.

In addition, the undersigned acknowledges that COVID-19 infections have been confirmed throughout the United States, with over 6,000 confirmed cases in New Orleans alone. In accordance with the most recent guidance and protocols issued by WHO, the Centers for Disease Control and Prevention (“CDC”), and the Louisiana Department of Health, for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize Sites, services, or Program within fourteen (14) days after exposure to any person who has a suspected or confirmed case of COVID-19. Furthermore, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit the Sites or attend the Program if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the City and NORDC immediately if he or she believes that any of the foregoing access/use restrictions may apply.

2. **Waiver and Release.** To the fullest extent permitted by law, I do hereby agree to waive, release, hold harmless and indemnify the City, as well as any of its departments, boards, commissions, agents, employees, officials, insurers, self-insurance funds, and assigns, including NORDC (the “**Released Parties**”) from and against any and all present or future costs, expenses, disputes, suits, demands, claims, causes of action, losses or liabilities for loss of life or injury to person or property, which may now or hereafter exist, including, but not limited to, Claims which arise out of, are related to, concern, or are suffered by said minor child, Claims for which said minor child may be liable to any other person, or Claims related to said minor child’s participation in the Activities at the Sites during the Program regardless of the cause or fault.
3. **Medical Treatment.** I hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise on account of first-aid treatment or other medical services rendered in connection with an emergency during my minor child’s time with the City and NORDC. I further authorize the City’s employee or agent supervising the NORDC Program to secure medical care for my minor child in the event of injury. I promise to assume liability for payment and hold harmless the Released Parties.
4. **Assumption of the Risk.** I hereby expressly and specifically assume the risk of injury or harm in my minor child’s participation in any and all activities at the Sites. I further understand and agree that any materials supplied to the minor child for the Activities will be “as is”, and that the City disclaims all warranties, express or implied, including warranties of merchantability and fitness for a particular purpose. I release the City and/or NORDC from all liability for injury, illness, disease, death or property damage resulting from participation in the Program, INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF NEW ORLEANS AND/OR THE PARTIES RESPONSIBLE FOR OPERATING THE VARIOUS PROGRAM(S). IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY THE PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD TO INDEMNIFY AND PROTECT THE CITY OF NEW

ORLEANS AND/OR ITS DEPARTMENTS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES, OFFICIALS, SELF-INSURANCE FUNDS, AND ASSIGNS FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF NEW ORLEANS AND/OR ITS DEPARTMENTS, BOARDS, COMMISSIONS, AGENTS, EMPLOYEES, OFFICIALS, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, LOSS OF LIFE, AND/OR DAMAGE.

5. **Other.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Louisiana. I agree that in the event that any clause or provision of this Release shall be held to be invalid, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.
6. **Modifications.** I hereby agree that no oral or written representations can or will alter the contents of this Release. This Release constitutes the complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Release and are without effect to vary or alter any terms or conditions of this Release.
7. **Electronic Signature.** I agree that a manually signed copy of this Release delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Release.

To express my understanding of and agreement to this Release, I affix my signature hereto:

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**Signature of Parent or Legal Guardian**

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**Date**

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**Print Name**

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**Signature of Witness**

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**Date**

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**Print Name**

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**Signature of Witness**

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**Date**

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**Print Name**