**[NAME OF COMMUNITY]**

 **WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK
SENIOR CENTER PROGRAMMING**

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in consideration of my participation as a voluntary participant or volunteer **(circle one)** for the [name of community] Council on Aging programming and in consideration of the known and potential risks associated with such use:

1. I acknowledge that I have carefully considered and determined the nature and extent of the planned activities and feel that I am of sufficient ability and discretion to participate as a participant or volunteer.
2. I acknowledge that my involvement in these voluntary programs may expose me or my family members to risks of personal injury or death resulting and the use of materials and equipment by myself and other individuals, as well as the exposure to harm such as may be presented by the COVID-19 virus.
3. I am aware and acknowledge that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, is extremely contagious, and is believed to be spread mainly from person-to-person contact. While the [name of community/Council on Aging] has taken measures in an effort to reduce the spread of COVID-19, I acknowledge that [name of community Council on Aging] is not and cannot guarantee that I will not become infected with COVID-19.
4. I acknowledge that attending any program or event may increase my risk of contracting COVID-19.
5. I agree that my participation is at the discretion of the [name of community Council on Aging] staff and if any participant(s) becomes a problem or if they fail to comply with the applicable rules and regulations in effect, including related to COVID-19, as currently in effect, they will be expelled from the program.
6. I hereby acknowledge and agree that I will not allow myself to attend or participate in any program or portion thereof if I am sick or are displaying symptoms of COVID-19, or any other contagious illness, or if they have been in close contact[[1]](#footnote-1) with someone displaying such symptoms.
7. I further agree to arrange to leave or be picked up during the course of any program if I have come in close contact with someone with such symptoms.
8. I agree that I am solely responsible for notifying the [name of community Council on Aging] of prior respiratory issues, medical conditions, allergies and other specific allergy issues, and confirm that I have discussed my involvement in any Senior Center programming with my medical provider prior to participating and received clearance to participate in same.
9. I hereby grant permission for emergency medical care deemed advisable in the event of injury or illness unless otherwise noted on this form.
10. Periodically, [name of community Council on Aging] may photograph/record program individuals for promotional use. Unless you inform \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of your desire **not** to be photographed or recorded, [name of community Council on Aging] will use photographs/videos for their promotional purposes.
11. I acknowledge that [name of community Council on Aging] does not provide accident or hospitalization insurance for participants of its programs. All individuals are advised to have adequate personal coverage. As such, please carefully consider your own health, experience, and tolerance for risk before participating in any program, in close consultation with your medical provider.
12. **I hereby agree that I will not sue, or otherwise make any claim against the** [name of community Council on Aging], including its Council on Aging, **(“the City/Town”), or its employees, agents, and officials, for any loss, injury or damage, including but not limited to exposure to and infection by the COVID-19 virus, resulting from any Senior Center activities.**
13. I understand and agree that the **City/Town** and its employees, agents, and officials, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
14. I agree that use of any equipment which is provided is at my own risk. I understand and agree that the [name of community Council on Aging] shall not be liable for any loss, damage or injury resulting from the use or suitability of said equipment. The [name of community Council on Aging] makes no warranties of any kind regarding this equipment.
15. To the fullest extent allowed by law, I agree to RELEASE, DISCHARGE, INDEMNIFY and HOLD HARMLESS the [name of community and Council on Aging], its employees, agents and officials from all actions or claims from myself, my heirs or personal representatives for any loss, injury, or damage, including but not limited to exposure to and infection by the COVID-19 virus, resulting from these activities, including the use of any equipment.
16. The terms of this Release shall also be binding as to any other persons, including family members, heirs, executors, or administrators. I understand that this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive release of liability but is not intended to assert any defenses which are prohibited by law. If any part of this Release is deemed unenforceable, all other parts shall be given full force and effect
17. I have read the Release and am legally competent to sign this Release.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.**

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Phone Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. For purposes of this Release, the term "Close contact" means living in the same household as a person who has tested positive for or who is displaying symptoms of COVID-19, caring for a person who has tested positive for or who has symptoms of COVID-19, being within 6 feet of a person who has tested positive for or has symptoms of COVID-19 for about 15 minutes (this includes riding in a vehicle with), or coming in direct contact with secretions (e.g., sharing utensils, being coughed on) from a person who has tested positive for or has symptoms of COVID-19. [↑](#footnote-ref-1)