

Waiver and Release of Liability Relating to Coronavirus/COVID-19

COVID-19 is 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 congregation of groups of people.

The Village of Bensenville owns and operates certain sports and recreation facilities (“The Facilities”) and has put in place Operating Policies and Procedures that reflect the State of Illinois’ RESTORE ILLINOIS PHASE 3 GUIDELINES FOR REOPENING BUSINESS AND RETURNING PEOPLE TO WORK SAFELY as a means to reduce the spread of COVID-19 during the re-opening of The Facilities. I, for myself and on behalf of my child(ren) willingly agree to comply with these policies and procedures. However, I understand that participation in activities at The Facilities include possible exposure to and illness from infectious diseases, including COVID-19, even when these policies and procedures are followed.

Therefore, in consideration of being permitted to enter The Facilities or allowed to participate in any activity at The Facilities, I acknowledge the contagious nature of COVID-19 and the risk of injury that may result from exposure or infection to the same. I voluntarily agree to assume these 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 at The Facilities or participation in programming at The Facilities (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless The Facilities, the Village of Bensenville, 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 Facilities, the Village of Bensenville, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any of The Facilities.

I further expressly agree that the foregoing assumption of risk, release and waiver of liability, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read, I fully understand, and voluntarily sign this assumption of risk, release and waiver of liability, and indemnity agreement and further agree that no oral representations, statements or inducement apart from the foregoing written agreement has been made.

Signature of Participant/Parent/Guardian _____

Name _____ Date _____