

**CITY OF MARTINEZ COVID-19/CORONAVIRUS LIABILITY WAIVER AND RELEASE,
AND INDEMNITY AGREEMENT**

On behalf of myself, I acknowledge with my signature my participation in the City of Martinez Rankin Aquatic Center Lap Swimming Program.

I understand that by participating in this City of Martinez program there is an inherent risk of potential exposure to infectious diseases, including but not limited to COVID-19/Coronavirus. The risk of potential exposure cannot be eliminated. On behalf of myself, the Participant, my heirs and dependents, personal representatives, assigns and insurers, I now voluntarily and knowingly release and hold harmless the City of Martinez, its officers, employees, volunteers, agents, successors in interest, insurers, contractors, suppliers, vendors, assigns, and any persons or entities with which/whom the City is affiliated (hereinafter collectively referred to as the "City"), from any and all liability, lawsuits, or claims for injuries, death, or property damage resulting from, arising out of, or in any way connected with Participant's participation in the activities and programs (collectively "Claims"), including but not limited to Claims arising out of or in any way related to any emergency medical care administered, any illness or infection or disease, and COVID-19 or Coronavirus related health issue or exposure. This waiver and release shall apply even in the event that such personal injury, death, or property damage is caused or contributed to in whole or part through the passive or active negligence of the City (with the exception of sole, active negligence).

I agree to defend, hold harmless, and indemnify the City from and against any and all Claims (including attorney's fees) arising out of, or in any way related to Participant's participation in the activities and programs, any actual or alleged negligence of myself or Participant, any emergency medical care administered, any illness or infection or disease, and/or COVID-19 or Coronavirus related health issue or exposure.

I HAVE READ THIS WAIVER AND RELEASE IN ITS ENTIRETY. I FULLY UNDERSTAND IT AND RECOGNIZE THAT THIS WAIVER AND RELEASE IS A LEGALLY BINDING DOCUMENT. I UNDERSTAND THAT BY EXECUTING THIS WAIVER AND RELEASE, I AM VOLUNTARY ASSUMING THE RISKS DESCRIBED HEREIN, AND WAIVING MY LEGAL RIGHTS ASSOCIATED THEREWITH.

Signature _____ Date _____

Participant's Name (print): _____