



CITY OF DUBUQUE COVID-19 RELEASE, WAIVER & HOLD HARMLESS AGREEMENT

Event Title: Dubuque Indigenous Peoples' Day **Event Date:** October 11, 2021

Protocols. While participating in the City of Dubuque Event ("City Event") described above, the City requires that "social distancing" be practiced and that face coverings be worn at all times to reduce the risks of exposure to COVID-19. Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the City has put in place preventative measures to reduce the spread of COVID-19. However, the City cannot guarantee participants, volunteers, partners, or others in attendance they will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in events. By attending this City Event, you certify you do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath, or other possible symptoms;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

Duty to Self-Monitor. Participants agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact **Sarah Petersen** if he/she experiences symptoms of COVID-19 within 14 days after participating in this City Event so other participants can be notified.

Assumption of Risk. I acknowledge and understand the following:

- a) Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
- b) I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the City; and
- c) I acknowledge some of the activities mentioned above may be hazardous. I hereby expressly and specifically assume the risk of injury or harm in the activities.

Release, Waiver, and Hold Harmless. In consideration of the opportunity afforded to me to attend and participate in the City Event described above, I will not make a claim against the City or any or any of its officers, employees, or directors collectively for injury or death, or damage to my property, however caused, arising from my attendance and participation in a City event, including the negligence of the City.

Without limiting the generality of the foregoing, I hereby waive and release any rights, actions, or causes of action resulting from personal injury or death or damage to my property, sustained in connection with my attendance and participation the City Event, including those resulting from the negligence of the City. In the event any suit is brought, I agree for myself, executors, administrators, heirs, and assigns to defend, indemnify, and hold harmless the City or any of its officers, employees, or directors collectively or individually, from any and all liability for any sums or damages personally or to property whether such claims are brought in equity or at law which might arise out of my participation in the City Event described above, including, but not limited to, death or injury, including attorneys' fees, costs, and expenses, including those resulting from the negligence of the City.

THIS RELEASE AND HOLD HARMLESS TO THE CITY AND OTHERS RELATES TO ALL CLAIMS BASED UPON ACTS AND ALLEGED FAILURES TO ACT, INCLUDING CLAIMS BASED UPON THE NEGLIGENCE OF THE CITY.

Medical Treatment. I hereby consent to the administration of first aid and other medical treatment in the event of an injury and agree to pay the costs of any such medical expenses. I hereby release and forever discharge the City from any claim whatsoever which arises or may hereafter arise because of any first aid, treatment, or service rendered in connection with my participation and activities in City Event.

Insurance. I understand that I will not be covered by any medical, health, accident, disability, or other insurance coverage provided by the City and that I will not be eligible for any workers' compensation benefits.

Photographic Release. I hereby consent to the unrestricted use by the City and/or persons authorized by the City, of any photographs, recordings, interviews, videotapes, motion pictures, or similar visual recording of the City Event.

Other. I understand that I will not be paid for services. In all activities I understand that I am responsible for my own safety.

I hereby state that I have read this agreement carefully before signing, I sign this waiver as my own free act and deed, and I understand what it means and what I am agreeing to by signing.

Signed this _____ day of _____, 2021.

Signature

Date

Printed Name

Phone Number

Address

Parental Signature if attendee is under 18

Date

Printed Name

Address