



**VISITOR/PARTICIPANT RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

*****WARNING: PLEASE READ CAREFULLY BEFORE SIGNING! THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION*****

In consideration of being allowed to enter River City Sportplex, use any of the facilities, participate in any program, related events and/or activities held at River City Sportplex, I, the undersigned, for myself and for any minor children listed below (for whom I have the capacity to contract), represent, acknowledge, appreciate, and agree that:

1. The risk of injury from the presence, use and engagement in activities and programs at River City Sportplex is significant, including the potential for permanent paralysis and death, and while particular rules, policies, equipment, and personal discipline may reduce this risk, the risk of serious injury or death does exist; and
2. In addition to these risks, due to the high level of threat to my health and well-being (and that of any of my minor children) arising from the Coronavirus (COVID-19) pandemic, any such minor children and I are at risk of contracting this virus while at River City Sportplex; and
3. If I, or the minor children, do contract COVID-19, it may result in serious illness or death and that others with whom I, or they, have contact with are also at serious risk; and
4. I understand that despite the efforts of River City Sportplex to make sanitizing agents available, post signage directing visitors and employees, perform extra cleaning of its equipment and facilities, there can be no assurance that such precautions are sufficient or that they will prevent the spread of COVID-19 to persons who enter or use the facility; and
5. The recommendations of the CDC and other health organizations is changing daily, and sometimes more frequently, and that it is my responsibility alone to follow the guidelines and recommendations of such health professionals as it related to my presence and use of the facilities at River City Sportplex; and
6. I represent that I, any persons in my household and any of my minor children: (a) are strictly abiding by the recommendations and orders of the CDC, federal, state, and local governments, (b) have no symptoms of respiratory or other illness, (c) have not been exposed to any to another person with such symptoms within the past 14 days, (d) have not traveled outside the United States in the last 14 days, and (e) have not had contact with any person who has, or is suspected to have, the COVID-19 virus; and I authorize a licensed medical care provider to carry out any emergency medical care which may be necessary and agree to be fully responsible for any associated costs.
7. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, for myself, and for any minor children, both known and unknown of entering the facility, using the equipment or participation in any activity or program at River City Sportplex, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my, and for any minor children, use of the facility and participation in any activities or programs; and,
8. I willingly agree to comply with the stated and customary terms and conditions for the use of the River City Sportplex and participation in any activities or programs, including those special postings relating to extra precautions to be taken by me in light of the COVID-19 pandemic, and how they relate to use of the facility and participation in any activity or programs by me, and the minor children. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself and minor children from participation and bring such to the attention of the nearest River City Sportplex employee immediately; and,
9. For safety and hygienic reasons, the minor children shall refrain from bringing their own toys to the River City Sportplex. Disruptive or inappropriate behavior will not be tolerated. In these circumstances, the parent/legal guardian will be notified immediately. Children will be released ONLY to a person listed below or another authorized person. Medications will not be administered by River City Sportplex staff.
10. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin (including any minor children), HEREBY RELEASE, INDEMNIFY, AND AGREE TO HOLD HARMLESS RIVER CITY SPORTPLEX, their officers, managers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the activity or event ("Releasees"), WITH RESPECT TO ANY AND ALL LIABILITIES, CLAIMS, PENALTIES, LOSSES, OR EXPENSES (INCLUDING ATTORNEYS' FEES), OF ANY KIND OR NATURE WHATSOEVER, WHETHER RELATED TO BODILY INJURY, PROPERTY DAMAGE OR ANY OTHER FORM OF INJURY OR LOSS TO MYSELF (AND TO ANY MINOR CHILDREN FOR WHOM I HAVE THE CAPACITY TO CONTRACT) WHETHER RELATED TO BODILY INJURY, DISABILITY, ILLNESS, DEATH, PROPERTY DAMAGE, or any other injury, loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law; and
11. River City Sportplex may use Cameras or Video Cameras in the Non-Private areas of the Facility. Pictures or Video Filming is used for production of events and to identify Security and Safety Concerns in the Facility. I, for myself, and the minor children for whom I have the capacity to contract, agree that River City Sportplex may use any Pictures or Audio/Visual recordings for Promotional, Advertising or Educational Purposes.
12. This Waiver has been executed under and shall be governed by the laws of the state of Colorado without regard to the state's conflict of law principles. The parties covenant and agree that any and all claims, disputes, and actions arising from this Waiver shall be filed and heard in the venue of Mesa County, state of Colorado and that jurisdiction shall lie in such county and state.

