

**ADDENDUM TO CITY OF PORT WASHINGTON
PARK AREA & FACILITY RENTAL APPLICATION FORM**

Assumption of Risk, Release & Waiver of Liability Relating to Coronaviruses

This Addendum (“Addendum”) is attached to and made a part of the PARK AREA & FACILITY RENTAL APPLICATION submitted by the undersigned and approved by the City of Port Washington Parks & Recreation Department (the “City”) dated _____, 2020.

The 2019 novel coronavirus disease (known as COVID-19) and related coronaviruses (collectively referred to as the “Coronaviruses”) has been declared a worldwide pandemic by the World Health Organization. Coronaviruses are extremely contagious and are believed to be spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and other precautionary steps to avoid contracting the viruses. Use of the City’s parks and recreation areas and facilities, including but not limited to shelters, pavilions, green spaces, and other public property (together the “City Facilities”) may increase your risk of contracting Coronaviruses. **The City cannot guarantee that you or your family, guests and invitees will not become infected with Coronaviruses while using the City Facilities.**

By signing below, you acknowledge that use of the City Facilities may increase your risks of contracting Coronaviruses and of experiencing the negative health effects thereof.

**** READ CAREFULLY AND INITIAL EACH PARAGRAPH BEFORE SIGNING BELOW ****

____ INITIALS By signing this Addendum, I acknowledge the highly contagious nature of Coronaviruses and voluntarily assume all risks that I and my family, guests and invitees may be exposed to or infected by Coronaviruses while using the City Facilities, and that such exposure or infection may result in illness, personal injury, permanent disability and/or death. I understand that the risk of becoming exposed to or infected by Coronaviruses at the City Facilities may result from the acts, omissions, or negligence of myself or others, including, but not limited to, City officers, employees, agents, volunteers, and my family, guests and invitees.

____ INITIALS I agree to assume all of the above-described risks and accept sole responsibility for any injury to myself and my family, guests and invitees (including, but not limited to, illness, personal injury, disability, and death), and for any liabilities, claims, actions, losses, costs or expenses, of any kind (hereinafter collectively referred to as the “Claims”), that I or my family, guests and invitees may experience or incur in connection with the use of or attendance at the City Facilities. On my behalf and on behalf of my family, guests and invitees, I hereby release, covenant not to sue, discharge, and hold harmless the City and its officers, employees, agents, and volunteers of, from and against the Claims, and do hereby waive all of the Claims. I understand and agree that this release and waiver includes all of the Claims based on, or which could be based on, the acts, omissions or negligence of the City and/or its officers, employees, agents, and volunteers, whether a Coronavirus infection occurs before, during or after use of or attendance at the City Facilities.

____ INITIALS I represent that I my family, guests and invitees have adequate insurance to cover any injury or illness which I or my family, guests or invitees may suffer or cause while using or in attendance at the City Facilities, or I agree to bear the costs resulting from such injury or illness.

____ INITIALS I agree that if any portion of this Addendum is found to be void or unenforceable, the remaining portion of this Addendum shall remain in full force and effect.

____ INITIALS **By signing this Addendum, I agree that if I and/or my family, guests or invitees are exposed to or infected by Coronaviruses during use of or attendance at the City Facilities, then I and my family, guests and invitees may be found by a court of law to have waived the right to maintain any claims or lawsuit against the City and against the parties being released, including, but not limited to, any claim(s) for negligence.**

____ INITIALS **I acknowledge that I have had sufficient time to read this Addendum and, should I choose to do so, consult with an attorney prior to signing.** I acknowledge that use of the City Facilities might not be made available to me, my family, guests or invitees or that the cost to use the City Facilities would be substantially greater if I were to choose not to sign this Addendum, and I agree that the opportunity to use the City Facilities at the stated cost in return for execution of this Addendum is a reasonable bargain. I have read and understand this Addendum and agree to be bound by its terms.

____ INITIALS **I agree that I will notify and inform all my family members, guests, and invitees of the terms of this Addendum and I assume all responsibility for their compliance with such terms.** I agree that I and my family members, guests and invitees will practice safe social distancing and clean and sanitary hygiene while using or in attendance at the City Facilities, and will comply with all recommended guidance and protocols issued by the U.S. Centers for Disease Control and Prevention (CDC), the Wisconsin Department of Health Services, the Washington Ozaukee Public Health Department, and the City for reducing or preventing the contracting, transmission and spread of Coronaviruses.

____ INITIALS I have signed a separate PARK AREA & FACILITY RENTAL APPLICATION that includes a separate assumption of risk and legal liability, and waiver and release of all claims relating to my use of the City Facilities, and I agree that the terms of that application are incorporated herein, and the terms of this Addendum are incorporated into said application.

Applicant's Signature
Print Name: _____

Date: _____

Parks & Recreation Department

Date: _____