





# Start Smart Participation Assumption of the Risk, Release and Indemnification Agreement

In consideration of my being permitted by Juneau Parks & Recreation (hereinafter "P&R"), to participate in Start Smart activities, I agree to the following:

**I acknowledge there are** inherent risks in playing Start Smart Basketball. I am aware that when participating in Start Smart serious accidents occasionally occur and that participants occasionally sustain personal injury or death and/or property damage.

**Potential injuries from participating in Start Smart are** injuries to ankles, knees, and legs, along with other parts of the body due to running, jumping, quick and abrupt starts and stops, and the risk of injury as a result of being struck by another player or equipment. The gym and surrounding areas of the gym cannot be ensured to be free of defects, and that there is a risk of injury as result of tripping on an unknown hazard on or nearby the court itself. In addition to the above mentioned risks, there are unpredictable dangers involved in this sport.

**I acknowledge that** I am responsible for the proper use of all equipment. I agree to assume all the risks associated with the use of any equipment, whether it belongs to P&R or my own. I agree to pay attention to the state of the equipment and to advise P&R staff if I do any damage or notice any damage. I agree to abide by all P&R rules and if P&R staff makes a specific request of me, or gives instruction to me, I agree to comply.

**I understand** that P&R does not assume responsibility for the safety of my personal property while I am participating in Start Smart. I represent to P&R that there is no reason why I should not participate in Start Smart, such as any medical condition, which might affect my abilities to participate in Start Smart. **I agree that it is my responsibility to participate in Start Smart within my abilities.**

## Waiver and Release:

By my signature below and in consideration of my participation in Start Smart and use of the Start Smart equipment, or the use by the minor for whom I sign below, I waive and release the CBJ, its employees, and its agents from all liability, loss, and/or damage claim or cause of action, known or unknown, including but not limited to physical or mental injury, property damage, and wrongful death, that I may have against the CBJ, its employees, and its agents, for any and all injuries, damages, or death incurred in relation to my participate in gymnastics and/or use of gymnastics equipment, including those caused by the negligence of the CBJ, unless my injuries, damages or death is caused by the gross neglect of the CBJ or its employees or agents. **By signing this agreement, I intend to release the City from liability with respect to any damages or injuries caused by the unavoidable and inherent risks involved in playing Start Smart.** My signature below indicates that I have had sufficient opportunity to read this document and that I have read it, and that I understand it, and that I understand that it affects my legal rights, and the legal rights of any minor I am signing on behalf of, and I agree to be bound by these terms both for myself and as the legal guardian of the minor whose name appears below.

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

## ASSUMPTION OF RISK AND WAIVER OF LIABILITY – CORONAVIRUS/COVID-19

The novel coronavirus, which causes COVID-19, has been declared a worldwide pandemic by the World Health Organization, a national emergency by the United States, and public health emergency by the State of Alaska and the City and Borough of Juneau. As a result, federal, state, and local governments recommend social distancing, face masks, frequent hand washing, and other public health measures.

The City and Borough of Juneau (“CBJ”) has put in place preventative measures to reduce the spread of COVID-19; however, the CBJ **cannot guarantee** that you or your participating child(ren) will not become infected with COVID-19. It is acknowledged that attending sponsored activities **can increase** your risk and your participating child(ren)’s risk of contracting COVID-19.

By participating in this CBJ sponsored program, you agree to the following:

1. Neither I, nor my child(ren), nor anyone in my immediate household, including the actual participant(s) in the activity, have been diagnosed with, or demonstrated any symptoms of, any communicable disease, including COVID-19, within the past thirty (14) days; \_\_\_\_ (initial)
2. I acknowledge that I am aware that by entering the premises and participating in the sponsored activity that there are risks to me and my child(ren) of being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur directly or indirectly; \_\_\_\_ (initial)
3. I understand that certain individuals are more susceptible to becoming seriously ill if they contract COVID-19, including people over the age of 65, people with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised. I understand that if I or my child(ren), including the actual participant(s) in the activity, fall within one or more of these categories, there is a greater risk; \_\_\_\_ (initial)
4. I understand that while the CBJ strives to maintain everyone’s safety at all activities, the CBJ cannot eliminate all risks. By signing this waiver, I (and anyone that could legally stand in your place) intend to assume all risks, including contracting COVID-19, associated with my or my child(ren)’s involvement in the sponsored activity; \_\_\_\_ (initial)

### **Waiver and Release:**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my participating child(ren) and I may be exposed to or infected by COVID-19 while attending CBJ sponsored activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and even death. I understand that the risks of being exposed or infected by COVID-19 during CBJ sponsored activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CBJ employees, volunteers, and participating families. In order to help mitigate this risk, I agree I will submit to weekly testing for COVID-19 while participating in the CBJ sponsored activity or provide proof of vaccination against COVID-19.

I voluntarily agree to assume all of the foregoing risks and testing requirements (unless I submit proof of vaccination), 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 CBJ sponsored activities. On my behalf, and on behalf of my child(ren), I hereby release and hold harmless the CBJ, its employees, officials, agents, volunteers, and representatives of any claim, liability, action, damage, cost or expense arising from or related to COVID-19 exposure. I understand and agree this release includes any claims based on the acts, omissions, or negligence of the CBJ and its employees, agents, representatives, and volunteers, whether a COVID-19 infections occurs before, during, or after participation in any CBJ sponsored program or event.

My signature below indicates that I have had sufficient opportunity to read this document and that I have read it, and that I understand it, and that I understand that it affects my legal rights, and the legal rights of any child(ren) I am signing on behalf of, and I agree to be bound by these terms both for myself and as the legal guardian of the child(ren) whose name appears below.

Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Parent Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone(or parents phone): \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Print Name: \_\_\_\_\_