



**Acknowledgement and Assumption of Risk, Waiver of Liability,
and Indemnification Agreement (this “Agreement”)**

PLEASE READ CAREFULLY BEFORE SIGNING

In consideration of the participation by me or my minor child/ward (the “Participant”) in programs or activities operated and/or sponsored by the Old Greenwich-Riverside Community Center (“OGRCC”), including those programs referenced below (collectively, the “Programs”), the benefits Participant will receive from such participation, and the services provided by OGRCC, I understand and agree as follows:

Initial: _____ 1. I understand and agree that the OGRCC Board of Directors may set and collect the annual membership fee and any Program fees. I further understand and agree that, because personal notice is impracticable, OGRCC may provide me with notice of the OGRCC annual meeting of members, and any other meeting of members of OGRCC, by publication.

Initial: _____ 2. I understand that the Programs may involve strenuous activity and may be designed for persons who are physically fit. I further understand that OGRCC is not qualified to evaluate Participant’s physical fitness for any given Program and that I (or Participant’s doctor) must evaluate Participant’s fitness for the applicable Program. I represent that Participant has been examined by a doctor and (x) is physically fit and fully capable of participating in the Programs in which Participant will be participating without causing harm to Participant or others, and (y) has no symptoms or signs of, or other reason to believe Participant is suffering from, coronavirus disease 2019 or COVID-19.

Initial: _____ 3. I agree that none of OGRCC or its members, officers, directors, employees, staff, coaches, volunteers, affiliates, representatives or agents (collectively “Releasees”) shall have any duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment. If an emergency requiring medical attention to Participant occurs, I hereby grant permission to any physician, medical clinic, hospital or emergency medical personnel designated by OGRCC or any of its officers, directors, employees, staff, coaches or representatives to provide medical attention to Participant.

Initial: _____ 4. I acknowledge that I have received, read, understand, agree to and have personally initialed and signed the separate COVID-19 Informed Consent Form attached to this Agreement.

Initial: _____ 5. I understand that the Programs may include recreational activities having inherent risks, dangers and hazards. I understand that these risks, dangers and hazards may arise from foreseeable or unforeseeable causes. I understand that the description of risks, dangers and hazards above is not complete, and that other unknown or unanticipated risks, dangers and hazards may result in Damages (as herein defined).

I further understand that Participant's participation in the Programs may result in loss, expense, property damage, illness (including being exposed to, contracting or spreading COVID-19), personal injury (including strains, fractures, partial and/or total paralysis, or other serious disability), or, in extreme cases, even death (collectively, "Damages"). I understand and agree that Participant is not required to participate in any Program or activity.

Initial: _____ 6. Accordingly, on behalf of myself and Participant (if Participant is a minor child) and our respective estates, heirs, executors, administrators, personal representatives and assigns (collectively, "Releasers"), **I HEREBY ASSUME (i) THE RISKS, DANGERS AND HAZARDS** identified herein with respect to the Programs in which Participant participates and those risks, dangers and hazards not specifically identified, (ii) without limiting the generality of the foregoing, **THE RISKS, DANGERS AND HAZARDS** of being exposed to, contracting or spreading COVID-19, and (iii) **RESPONSIBILITY** for any Damages suffered as a result of or arising out of such risks, dangers and hazards or out of Participant's negligence (other than, in the case of clauses (i), (ii) and (iii), the risks, dangers and hazards to the extent arising out of the gross negligence or willful misconduct of OGRCC or its representatives).

Initial: _____ 7. On behalf of myself and Participant (if Participant is a minor child) and the other Releasers, **I HEREBY WAIVE AND RELEASE** any and all claims, actions, causes of action and liabilities that Participant and/or Releasers may have presently or in the future against OGRCC and the other Releasees, and covenant not to sue OGRCC and the other Releasees, for any and all Damages that Participant and/or Releasers may suffer or incur as a result of or arising out of Participant's participation in the Program due to any cause whatsoever, including, but not limited to, (x) being exposed to, contracting or spreading COVID-19, and (y) the negligence of Program participants (including the Participant), the negligence of others (including OGRCC and the other Releasees), accidents, acts of God, forces of nature or other causes (but in each case, other than to the extent arising out of the gross negligence or willful misconduct of OGRCC or its representatives). I agree, on behalf of myself and Participant (if Participant is a minor child) and the other Releasers, not to make any claim or file any action, lawsuit or other proceeding against OGRCC or the other Releasees (other than for the gross negligence or willful misconduct of OGRCC or its representatives).

Initial: _____ 8. On behalf of myself and Participant (if Participant is a minor child) and the other Releasers, **I HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS** OGRCC and the other Releasees from and against all claims, actions, causes of action and liabilities for any and all Damages as a result of or arising out of Participant's participation in the Program due to any cause whatsoever, including, but not limited to, (x) being exposed to, contracting or spreading COVID-19, and (y) the negligence of Program participants (including the Participant), the negligence of others (including OGRCC and the other Releasees), accidents, acts of God, forces of nature or other causes (but in each case, other than to the extent arising out of the gross negligence or willful misconduct of OGRCC or its representatives). Claims for which OGRCC and the other Releasees are indemnified hereunder include without limitation (i) claims which may be brought by Participant or on Participant's behalf, or by other Releasers, or by any member of Participant's family (including without limitation Participant's parents, spouses, grandparents, siblings, children, grandchildren and/or guardians), for Damages as a result of or arising out of Participant's participation in the Program (other than claims to the extent arising out of the gross negligence or willful misconduct of OGRCC or its representatives), and (ii) claims which may be brought by a third-party for Damages resulting from Participant's acts or omissions.

Initial: _____ 9. On behalf of myself and Participant (if Participant is a minor child), I hereby grant permission to use my or Participant's (if Participant is a minor child) name and image in pictures taken by or on behalf of OGRCC (the "Materials"). On behalf of myself and Participant (if Participant is a minor child), I acknowledge and agree that OGRCC will own the Materials and further grant OGRCC permission to copyright, display, publish, distribute, use, modify, print and reprint such Materials in any manner whatsoever related to the OGRCC business, including, but not limited to, on its website, promotional, marketing and advertising materials, and social media (e.g., Twitter, Instagram, and Facebook). I waive, on behalf of myself and Participant (if Participant is a minor child), any right to inspect or approve the Materials prior to or after its use. I acknowledge and agree, on behalf of myself and Participant (if Participant is a minor child), that no compensation will be due to me or Participant in connection with the above granted rights. On behalf of myself and Participant (if Participant is a minor child), I release and discharge OGRCC from any and all liability related to said use of the Materials as agreed to in this Agreement, including without limitation, all claims based on libel, the right to privacy, the right of publicity or commercial appropriation or use of name or likeness.

Initial: _____ 10. I agree, on behalf of myself and Participant (if Participant is a minor child), that (i) unless otherwise waived in writing by OGRCC, this Agreement shall be governed by the internal laws of the State of Connecticut, without giving effect to the conflicts of laws principles thereof that may result in the application of the laws of another jurisdiction, (ii) unless otherwise waived in writing by OGRCC, any claim, suit, or other proceeding against any of OGRCC or the other Releasees arising out of or relating to participation in any Program must be filed or entered into only in a state or federal court located in the State of Connecticut, (iii) if any provision or portion of this Agreement shall be determined by a court or other appropriate authority to be invalid or unenforceable, the remainder of this Agreement nevertheless shall be and remain in full force and effect.

ACKNOWLEDGED, CONSENTED TO AND AGREED:

PROGRAM: _____

NAME of Program participant (Please Print): _____

Street address: _____ City: _____ State: _____

Zip: _____

AGE of Program participant: _____

SIGNATURE of Program participant: _____

DATE: _____

(If Program participant is less than 18 years old)

I REPRESENT TO OGRCC THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE ABOVE NAMED PROGRAM PARTICIPANT. AS THE PARENT OR LEGAL GUARDIAN OF, AND ON BEHALF OF, THE ABOVE NAMED PROGRAM PARTICIPANT, I HEREBY ACKNOWLEDGE, CONSENT TO, AND AGREE TO THIS AGREEMENT:

SIGNATURE OF PARENT OR LEGAL GUARDIAN: _____

NAME of parent or legal guardian (Please Print): _____