

**PASCAGOULA SENIOR CENTER  
ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY  
RELATING TO CORONAVIRUS/COVID-19**

The novel coronavirus and resulting disease (COVID-19) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person to person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited congregation of groups of people.

The City of Pascagoula (“City”) has put in place preventative measures to reduce the spread of COVID-19 at the Senior Center; however, the City cannot guarantee that you, your guests, or others that you subsequently interact with (collectively the “Potentially Exposed Persons”) will not become infected with COVID-19. Further, participating in activities at the Senior Center could increase your risk and Potentially Exposed Persons’ risk of contracting COVID-19.

By signing this agreement, I, the undersigned, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and other Potentially Exposed Persons may be exposed to or infected by COVID-19 by attending the Senior Center and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Senior Center may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the City, City employees, volunteers, and program participants and their families.

I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to myself and other Potentially Exposed Persons (including, but not limited to, personal injury, disability and death), illness, damage, loss, claim, liability or expense, of any kind, that I or other Potentially Exposed Persons may experience or incur in connection with my attendance at the City’s Senior Center or participation in programs hosted at or facilitated by the City’s Senior Center (“Claims”). On my behalf, and on behalf of other Potentially Exposed Persons, I hereby release, covenant not to sue, discharge and hold harmless the City, its employees, agents, assigns and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the City, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during or after participation in any City Senior Center program or activity.

I hereby bind myself and my successors, executors, and administrators to this Assumption of the Risk and Waiver of Liability and the terms contained herein. Further, the terms of this Assumption of the Risk and Waiver of Liability shall survive indefinitely.

I represent and warrant to the City that in executing this Assumption of the Risk and Waiver of Liability and agreeing to the terms contained herein, I am acting for my own account, have made my own independent decision to enter into this Assumption of the Risk and Waiver of Liability and as to whether this Assumption of the Risk and Waiver of Liability is appropriate or proper for me based upon my own judgment, am not relying upon the advice or recommendation of the City in so doing, and am capable of assessing the merits of and understanding, and understand and accept, the terms, conditions, and risks of this Assumption of the Risk and Waiver of Liability.

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Signature of Participant

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Date

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Print Name of Participant