



Program Waiver

- *Fitness programs maybe attended one time for no charge on a trial basis, if the program is not already full.*
- *Please let the instructor know you are trying out the program.*

Participant's name _____

Trial Program Name _____

Date of attending for trial _____

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

By signing this Agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my minor children and/or I may be exposed to COVID-19 by participating in programs held on City of Pullman ("City") property and/or coordinated or sponsored by the City. Further, I acknowledge that such exposure may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City employees, volunteers, program participants, and their families.

With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family (including minor children), spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the City of Pullman, its elected and appointed officials, employees, officers, agents, organizers, sponsors, supervisors, contracted facilitators, or any volunteers (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my minor children related to COVID-19 whether caused by the negligence of the Released Parties, any third-party participating in a City program, or otherwise, while participating in any activity in, on, or around City facilities and/or City-run programs and/or while using any City facilities, tools, equipment, or materials.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my or my minor child(ren)'s participation in City-run programs and/or while using any City facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that I have read and understand the foregoing Waiver of Liability and Indemnification and sign it voluntarily as my own free act and deed, including without limitation the Waiver of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in participating in City-sponsored programs to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Agreement shall be governed by and construed in accordance with Washington law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Agreement as a whole.

Printed Name of Participant: _____

Participant Signature: _____ Date signed: _____

If signing on behalf of minor child, list child's name here: _____

Printed Name of Parent/Guardian: _____

Parent/Guardian Signature: _____ Date signed: _____