



City of Bonner Springs

Facilities Use

ASSUMPTION OF RISK AND WAIVER AND RELEASE OF LIABILITY FOR COMMUNICABLE DISEASES INCLUDING CORONAVIRUS/COVID-19

The novel coronavirus, 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 the congregation of groups of people. Participation in events or programs may not allow for proper social distancing measures and practices.

In consideration of being allowed to participate in activities on City of Bonner Springs owned property and use of city facilities which are open for use by other individuals, the undersigned acknowledges, appreciates, and agrees that:

1. I acknowledge the contagious nature of COVID-19 and **voluntarily assume the risk** that I may be exposed to, or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
2. I waive and release the City of Bonner Springs, all staff, volunteers, sponsors, and representatives from all COVID-19 related claims or liabilities of any kind arising out of my participation in (or as a spectator of) any program or use of any facility.
3. I voluntarily agree to keep a guest list of all parties present and to limit the gathering as recommended by local standards.

I HAVE READ, UNDERSTAND, AND AGREE TO THE FOLLOWING: IN CONSIDERATION OF MY BEING ABLE TO USE THE FACILITIES OF THE CITY OF BONNER SPRINGS FOR MY PROGRAM, AND FOR AND ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES AND ASSIGNS, I DO HEREBY WAIVE ALL CLAIMS FOR DAMAGE OR LOSS TO MY PERSON/PROPERTY AND ALL DEMANDS AND LIABILITY WHICH MAY BE CAUSED BY ANY ACT OR FAILURE TO ACT OF AND BY, AND I DO HEREBY RELEASE, DISCHARGE, AND HOLD HARMLESS, THE CITY OF BONNER SPRINGS, KANSAS, THE OWNERS, MANAGERS, AND LEASEES OF ANY REAL PROPERTY ON WHICH SUCH PROGRAM MAY BE CARRIED ON, AND THEIR RESPECTIVE OFFICERS, BOARD MEMBERS, EMPLOYEES, AGENTS, INSTRUCTORS, CONTRIBUTORS TO SUCH PROGRAMS AND TRUSTEES OF AND FROM ANY AND ALL SUCH CLAIMS, DEMANDS, LOSS, DAMAGE, AND LIABILITY ALL OF WHICH ARISE OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THIS PROGRAM AND FACILITY, AND WHICH ARE COVID-19 RELATED, I DO FURTHER UNDERSTAND AND AGREE THAT THE ABUSE OR MISUSE OF ANY CITY FACILITY, OR VIOLATION OF ANY ESTABLISHED RULES AND REGULATIONS OF CITY FACILITY, CAN RESULT IN THE CANCELLING OF A FACILITY RESERVATION AND/OR REFUSING THE USE AT ANY TIME, NOW OR IN THE FUTURE.

Name: _____

Signature: _____ Date signed: _____