

**CITY OF AVONLAKE**  
**ACTIVITY RELEASE, WAIVER, AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_, hereby acknowledge and agree as follows:

1. I understand the risks and hazards of the novel coronavirus ("SARS-COV2") and contracting the disease associated with the novel coronavirus ("COVID-19"), am familiar with guidelines from the Centers for Disease Control ("CDC") and the orders and best practices of the Ohio Health Department ("OHD") regarding SARS-COV2 and COVID-19, am aware that the circumstances around SARS-COV2 and COVID-19 are changing from day-to-day, that the avenues of transmission are as of yet not fully known, and accept full responsibility for familiarizing myself with changes to CDC and OHD guidelines, orders, and best practices.

2. I further understand and acknowledge that there exists a risk of exposure to SARS-COV2 and/or contracting COVID-19 as a result of close contact with others, having contact with surfaces potentially contaminated with SARS-COV2, and/or breathing airborne particles of SARS-COV2, and that such exposure may itself include a risk of illness or death to myself or others with whom I am in contact.

3. Notwithstanding the foregoing risks, I voluntarily wish to participate in the civil service exam for Firefighter/Paramedic held/conducted on September 9, 2020 (the "Activity") sponsored, promoted, and/or made available to me by The City of Avon Lake, its officials, officers, managers, employees, contractors, agents, and assigns (collectively "Releasees").

4. I hereby accept the risks associated with my participation in the Activity including, but not limited to exposure to SARS-COV2 and/or contracting COVID-19, and voluntarily assume such risks in order to participate in the Activity, and voluntarily **WAIVE, RELEASE, DISCHARGE, and COVENANT NOT TO SUE** the Releasees from any liability directly or indirectly related to, arising out of, or injury, illness, or death arising from the Activity, including but not limited exposure to SARS-COV2, contracting COVID-19, and/or my exposing others to SARS-COV2 and/or COVID-19, through contact with others and the use of facilities or equipment associated with, related to, or in conjunction with the Activity.

5. I hereby acknowledge that I am responsible for following the applicable laws, guidelines, and best practices while utilizing any facilities or equipment associated with, related to, or in conjunction with or otherwise involved in the Activity and agree to follow the applicable laws, guidelines, and best practices while utilizing any facilities or equipment associated with, related to, or in conjunction with or otherwise involved in the Activity.

6. I further agree to **INDEMNIFY and HOLD HARMLESS** the Releasees from any and all claims brought by, though, or on behalf of myself, my family, and any person who claims to have suffered an injury, illness, or death, including exposure to SARS-COV2 and/or contracting COVID-19, arising from, related to, or associated with my participation in the Activity.

7. I acknowledge that this waiver was expressly negotiated and is a material inducement to the Releasees for permission to participate in the Activity and use, visit, or otherwise attend any facilities or equipment associated with, related to, or in conjunction with the Activity.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE, REPRESENT, AND CONFIRM, (a) that I have read the foregoing paragraphs prior to signing it; (b) that I have signed this Agreement voluntarily as my own free act and deed; (c) that no oral representations, statements, or inducements, apart from the foregoing paragraphs, have been made to me; (d) that I am at least eighteen (18) years of age and fully competent; (e) that I execute this Agreement for full, adequate, and complete consideration, fully intending to be immediately bound hereto; and (f) **THAT BY SIGNING THIS RELEASE I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Date: \_\_\_\_\_  
Print

\_\_\_\_\_  
Signature