

COVID-19 - City Activities/Recreational Pool Usage Form, Release and Hold Harmless Agreement

In consideration of _____ (NAME OF CHILD OR ADULT) (hereinafter "Participant") being allowed to attend and participate in in any and all pool activities at the Fairbank Aquatic center in Fairbank, Iowa (hereinafter "City"), to include but not be limited to general attendance at the pool, participation in any lessons, activities or programs, the undersigned acknowledges and agrees that:

1. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to Corona Virus Disease 2019 (hereinafter "COVID-19") or other medical conditions, diseases, or maladies does exist, and, despite City's good faith implementation of the Iowa Department of Public Health's recommended health, hygiene, and social distancing best practices, it is impossible to eliminate the risk that Participant might be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. Risk from contracting such communicable disease might include illness, permanent disability, or death.
2. COVID-19 is a new disease and there is limited information regarding risk factors for severe disease. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions might be at higher risk for severe illness from COVID-19. Based on Center for Disease Control (hereinafter "CDC") guidance, those at high-risk for severe illness from COVID-19 are: people 65 years and older; people who live in a nursing home or long-term facility. Those at severe risk also include people of all ages with underlying medical conditions, particularly if not well controlled, including, but not limited to: chronic lung disease or moderate to severe asthma; serious heart conditions; those who are immunocompromised (many conditions can cause a person to be immunocompromised, including cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, poorly controlled HIV or AIDS, and prolonged use of corticosteroids and other immune weakening medications); severe obesity (body mass index [BMI] of 40 or higher); diabetes; chronic kidney disease undergoing dialysis; and, liver disease.
3. By signing below, the undersigned acknowledges that Participant, whether that be a child who is being authorized to participate by the signature of a parent, or an adult, does not have an underlying medical condition or that if the Participant or Child has such underlying medical condition that the undersigned will first obtain written permission from a licensed healthcare professional prior to Participant or Child attending or participating in any activity or event at the Fairbank Aquatic Center, which written approval will be provided to City in advance of attendance or participation.
4. People with COVID-19 have had a wide range of symptoms reported – ranging from mild symptoms to severe illness. Symptoms may appear 2-14 days after exposure to the virus. People with these symptoms may have COVID-19: cough; shortness of breath or difficulty breathing; fever of 100.4 degrees Fahrenheit or above; chills; muscle pain; sore throat; new loss of taste or smell. This list is not all possible symptoms. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.
5. Participant will not attend City Activities and a Child or Child's parent or guardian will notify city officials if a Child currently has symptoms or have been in contact with anyone with a confirmed COVID-19 diagnosis in the last 14 days.
6. If Child has been diagnosed with COVID-19. Child will not attend or participate in City Activities until they have received written medical approval from a licensed health care professional, which approval will be provided to City prior to Child's attendance.
7. Participant will not attend or participate in any aquatic activities if they are subject to state or federal government directed quarantine or isolation.
8. City retains the right to deny Participant's or Child's attendance or participation in Fairbank Aquatic Center activities, if City determines that such attendance or participation is an undue health risk to the Participant or Child or others. City similarly has the right to deny any other individual from attending aquatic activities if said individual's attendance poses an undue health risk to that individual or others.

PARENT OR LEGAL GUARDIAN'S INITIALS _____

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9. THE UNDERSIGNED KNOWINGLY AND FREELY ASSUMES ALL SUCH RISKS for Participant's attendance or for their Child's participation in any and all activities at the Fairbank Aquatic Center.

10. The undersigned agrees that the undersigned Participant and his or her Child will comply with any safety or health related rules, terms, or conditions for participation in Fairbank Aquatic Center activities.

11. If Child or Child's parent or legal guardian observe any unusual, significant hazard during their presence or participation in City Activities, Child or Child's parent or guardian will remove Child from participation and bring such observation to the attention of the nearest city employee. After fully and carefully considering all the potential risks involved, I hereby assume the same and agree to release and hold-harmless The City of Fairbank and its employees, officers, agents, contractors and vendors ("City") from and against, all claims and liability resulting from exposure to disease-causing organisms and objects, such as COVID-19, associated with Child participating in City Activities, to include, but not limited to summer programs.

Date _____

Printed Name of Child or Adult Participate _____

Printed Name of Child's Parent or Legal Guardian _____

Signature of Child's Parent or Legal
Guardian or Signature of Adult Participate _____