



Name of Attendee _____

Address of Attendee _____

ASSUMPTION OF RISK AND WAIVER OF LIABILITY

I. **DECLARED STATE OF PUBLIC HEALTH EMERGENCY:** COVID-19 IS A RECOGNIZED HEALTH RISK. The Governor of the State of Connecticut and the President of the United States have declared a state of emergency as a result of the novel coronavirus, COVID-19. The World Health Organization has declared a worldwide pandemic as a result of COVID-19. COVID-19 is extremely contagious and close contact with other persons may increase the risk of COVID-19 infection to you or your child. COVID-19 infection may result in personal injury, illness, permanent disability, and death.

II. **MITIGATION MEASURES:** In response to this public health emergency, the Town of East Hampton (the “Town”) has modified its summer camp activities in 2020 in accordance with guidelines set forth by the Governor of the State of Connecticut. The Town will run several scheduled summer camp activities in 2020, including the Sears Park Summer Camp (“Camp”) at a reduced capacity. The Camp will implement and otherwise act in accordance with the Executive Orders of Governor Lamont and the Office of Early Childhood (“OEC”) guidelines including, but not limited to, the OEC guidelines set out in Memorandum #18, which provides “Youth Camp Guidance.”

III. **ASSUMPTION OF COVID-19 RISKS:** By signing this Assumption of Risk and Waiver of Liability (“Agreement”), I enroll the above named “Attendee” in the Camp for the 2020 summer session and certify that I assume the health risks set out in section I of this Agreement. I also acknowledge that the Town cannot guarantee that Attendee will not become infected due to participation in the Camp, and such participation may increase Attendee’s risk of infection. With full acknowledgement of these risks, I hereby voluntarily **CONSENT TO THE POSSIBILITY OF COVID-19 EXPOSURE TO ATTENDEE AS AN INHERENT RISK OF CAMP PARTICIPATION.** By signing this Agreement, I believe that the benefits to myself and Attendee outweigh the potential risks and hazards involved.

In consideration of the consent of the Town for participation in the Camp, **I DO HEREBY AGREE TO BEAR THE SOLE RISK OF ALL INJURY, ILLNESS OR HARM, INCLUDING DEATH, THAT MAY OCCUR** to Attendee as a result of the health risks set out in section I of this Agreement. This Agreement shall be binding upon my heirs, legal representatives, guardians, conservators, or estates, as the case may be.

IV. **ASSUMPTION OF ADDITIONAL RISKS:** During the declared state of emergency, OEC will recognize certain staffing certifications that may expire during the Camp session. These certifications include, but are not limited to, CPR, C4K health and safety, staff physicals, and administration of medications. In addition, Camp attendees need not provide updated health and immunization records provided that the Attendees’ parent attests that the Attendee is up to date with physical examinations and immunizations. These exceptions set forth in OEC Memo #7, as well as any other Camp, staff, or Attendee certification excepted under the Executive Orders of Governor Lamont, shall be known as the “Additional Risks.” By enrolling Attendee I certify that I assume any risks that may arise, directly or indirectly, from the Additional Risks.

V. HIPAA WAIVER: OEC Memo #18 requires the Town to collect and report health information of the Attendees and staff, including a positive COVID-19 test. By enrolling Attendee in the Camp for the 2020 summer session I certify that I waive any HIPAA related claim that may result from the Town's compliance with OEC Memo #18 or any other federal or state directive.

VI. WAIVER OF CLAIMS: By enrolling Attendee in the Camp for the 2020 summer session I waive any and all claims that I might have against the Town and its staff for any injury, damage, economic loss or claim sustained during or arising out of Attendee's participation in Camp that may result from the risks assumed in sections III – V of this Agreement, which are not caused by the gross negligence or intentional misconduct of the Town or its staff.

VII. INDEMNITY AGREEMENT: Except as provided in Section VI hereof, I also further agree to indemnify and hold harmless the Town from all liability to any third party for any injury, damage, loss or claim arising out of Attendee's participation in the Camp. My indemnity obligation to the Town includes my obligation to pay all costs or expenses incurred by the Town for attorneys' fees and court costs in the defense of any action brought by any third party against the Town arising out of Attendee's participation in the Camp.

VIII. FURTHER AGREEMENTS: I also agree that: (1) Attendee shall follow all rules and regulations of the Camp and its staff during Camp hours, and (2) I remain responsible for the consequence of any conduct of Attendee arising from the failure to follow the rules set by the Camp or its staff.

IX. GOVERNMENTAL IMMUNITY: The Town has sovereign and governmental immunity when dealing with a declared state of emergency, in preparation for the emergency, during the emergency, and after the emergency. The Town is implementing and otherwise acting in accordance with the Executive Orders of Governor Lamont and the guidelines issued by OEC. By signing this Agreement, I expressly acknowledge that the Town does not waive any statutory or common law rights to sovereign or governmental immunity.

X. SEVERABILITY; GOVERNING LAW: If any term, clause, or provision of this Agreement is held to be illegal, invalid or unenforceable, or the application thereof to any person or circumstance shall to any extent be illegal, invalid or unenforceable under present or future laws effective during the term hereof or of any provisions hereof which survive termination, then and in any such event, it is the express intention of the parties that the remainder of this Agreement, or the application of such term, clause or provision other than to those as to which it is held illegal, invalid or unenforceable, shall not be affected thereby, and each term, clause or provision of this Agreement and the application thereof shall be legal, valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Connecticut.

I HAVE HAD SUFFICIENT TIME TO READ THIS DOCUMENT AND CONSULT WITH AN ATTORNEY, UNDERSTAND ITS LEGAL SIGNIFICANCE AND THOROUGHLY UNDERSTAND THE AUTHORIZATION THAT I AM HEREBY PROVIDING AND AGREE TO BE BOUND BY IT.

Signature of Parent/Legal Guardian

Date

Print Name of Parent/Legal Guardian

Name of Child(ren) / Attendee(s)