

## CITY PARKS FOUNDATION

### CITYPARKS LEARN SUMMER 2020

#### WAIVER AND RELEASE OF LIABILITY

In exchange for their child ("Child," collectively "Children") being allowed to participate in the 2020 Fresh Air Outdoor Spaces program (the "Program") activities, the parent/guardian ("Parent") agrees, on behalf of Parent and Child, as follows:

- Assumption of Risk:** Parent understands and agrees that the activities may include without limitation - sports instruction and outdoor education sessions in parks, along the waterfront, or in shallow water (together with any virtual versions of the foregoing or other participant activities in which Child participates, the "Participant Activities"). Parent understands that certain Participant Activities may be dangerous, hazardous and involve inherent risks, including harm, bodily injury, personal injury, illness, death, property damage and/or property theft. Parent, on behalf of itself and Child, agrees to abide by the City Parks Foundation's safety rules and procedures while participating in Participant Activities, including the use of any safety equipment provided, and Parent understands that failure to do so may result in removal from the Participant Activities. Parent is knowingly and voluntarily allowing Child to participate in the activities with an express understanding by Parent of the danger involved, and hereby agrees to assume any and all risks of harm, bodily injury, personal injury, illness, death, property damage and/or property theft from the Participant Activities, COVID-19 Risks (as defined below) and/or Medical Treatment (as defined below), and release City Parks Foundation and its affiliates and its and their directors, officers, employees, agents, affiliates, shareholders, successors, assigns and representatives (the "Releasees") from all liability for harm, bodily injury, personal injury, illness, death, property damage and/or property theft resulting from the Participant Activities, whether caused by the negligence of City Parks Foundation or otherwise.
- Medical Treatment:** If Child is injured and requires medical attention, Parent, on behalf of itself and Child, gives consent to the Releasees to obtain emergency medical treatment on Child's behalf. Parent, on behalf of itself and Child, releases and discharges the Releasees from any claim which may arise on account of any first aid, treatment or service rendered in connection with the Participant Activities ("Medical Treatment"), whether caused by the negligence of City Parks Foundation or otherwise. Parent agrees to pay all costs associated with the Medical Treatment that Child receives.
- Use and Materials Release:** Parent, on behalf of itself and Child, agrees to grant to the Releasees (and grant to the Releasees the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), with or without Parent or Child's knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, stream, share on social media, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature (collectively, the "Use and Materials"): (1) Child's appearance at and/or participation in the Program; (2) Child's name, likeness, signature, voice, conversation, sounds, biographical data, testimonials, and/or any other information or material secured by the Releasees in connection with Child's appearance at and/or participation in the Program. Parent, on behalf of itself and Child, agrees that Releasees shall have the right to the Use and Materials, for their own account, throughout the universe and in perpetuity. Parent, on behalf of itself and Child, acknowledges and agrees that neither Parent nor Child shall not be entitled to receive any compensation whatsoever in connection with the Releasees' exercise of its Use and Materials rights.
- Waiver, Release and Indemnity:** Parent, on behalf of itself and Child, hereby waives, releases and forever discharges and holds harmless the Releasees from any and all liability claims, causes of action, and demands of whatever kind or nature, either in law or in equity, that may be made by Parent or Child, their family, estate, executors, administrators, next of kin, heirs, successors, affiliates or assigns arising from, resulting from or in

connection with the Participant Activities, COVID-19 Risks and/or Medical Treatment, including without limitation, any claims, demands or causes of action that Parent or Child may have against the Releasees with respect to any harm, bodily injury, personal injury, illness, death, property damage or property theft or actions of any kind that may accrue to Parent or Child as a result of the Participant Activities, COVID-19 Risks and/or Medical Treatment wherever, whenever, or however the same may occur, whether or not caused in whole or in part by the negligence of the Releasees. Parent, on behalf of itself and Child, covenants not to make or bring any claim released hereunder against any Releasee, and forever release and discharge the Releasees from liability under such claims. Parent, on behalf of itself and Child, shall defend, indemnify, and hold harmless the Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, incurred by, arising out of or resulting from any claim of a third party related to the Participant Activities, COVID-19 Risks and/or Medical Treatment. Parent understands that the Releasees do not assume any obligation to provide financial or other assistance, including but not limited to medical, health or disability insurance.

5. **COVID-19.** Parent understands that there is a current pandemic throughout the United States, and the world based upon a contagious virus referred to as COVID-19. Parent understands that while City Parks Foundation is taking all reasonable precautions to prevent the spread of COVID-19 as recommended by the United States Centers for Disease Control and Prevention and other governmental authorities, there is still a risk that, by entering City Parks Foundation's premises and interacting with City Parks Foundation's employees, representatives and agents, Parent and Child are at risk for contracting COVID-19. Parent and Child will observe and obey all written rules, instructions, warnings, industry standards, safety requirements or procedures and further agree to follow any oral instructions given by City Parks Foundation or the employees, representatives, and/or agents of City Parks Foundation and other related authorities, including but not limited to the Safety Protocol attached as Exhibit A. Parent, on behalf of itself and Child, takes full responsibility for Child (i) knowing and acting within Child's abilities and limitations and (ii) adjusting or ceasing participation in the Participant Activities as needed to ensure Child's own safety and the safety of others. As used herein, "COVID-19 Risks" means any and all risks resulting from, or related to Parent and Child's access to City Parks Foundation's premises and Parent or Child's interaction with City Parks Foundation's employees, representatives and agents, including, without limitation: (a) those arising from or related to, in whole or part, any negligence, action(s), inaction(s), or omission(s) of City Parks Foundation, including without limitation those arising from or related to the maintenance of any premises; (b) those arising from or related to, in whole or part, Parent and/or Child's negligence, action(s), inaction(s), omission(s), or intentional or wrongful acts; (c) those arising from or related to, in whole or part, Parent and/or Child's harm, bodily injury, personal injury, illness, death, property damage and/or property theft; (d) those arising from or related to actions of any kind caused by Parent and/or Child's negligence, action(s), inaction(s), or intentional or wrongful acts, or which may hereafter occur through no fault, wrongdoing, or negligence of the Releasees; and (e) those arising from or related to any illness, injuries, loss, expense, or damage of any kind to any person or property arising in whole or in part, directly or indirectly, from Parent and/or Child's own negligence, action(s), inaction(s), omission(s), intentional acts, or wrongful acts.
6. **Governing Law; Jurisdiction:** This Waiver and Release of Liability shall be governed by and interpreted according to the internal laws of the State of New York without giving effect to any choice or conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any action brought in connection with this Waiver and Release of Liability shall be brought in the federal or state courts located in the borough of Manhattan, City of New York, and Parent hereby irrevocably consent to the jurisdiction of such courts.
7. **Entire Agreement:** This Waiver and Release of Liability, including the Safety Protocol in Exhibit A, constitutes the sole and entire agreement of City Parks Foundation and Parent, on behalf of itself and Child, with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Waiver and

Release may not be modified without an agreement in writing signed by both parties. If any term or provision of this Waiver and Release of Liability is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Waiver and Release of Liability or invalidate or render unenforceable such term or provision in any other jurisdiction. This Waiver and Release of Liability is binding on and shall inure to the benefit of City Parks Foundation, Parent and Child, and their respective successors and assigns.

PARENT HEREBY STATES PARENT HAS READ AND UNDERSTOOD THIS WAIVER AND RELEASE OF LIABILITY. PARENT CERTIFIES THAT CHILD IS PHYSICALLY AND MENTALLY FIT TO TAKE PART IN ALL PARTICIPANT ACTIVITIES, AND PARENT UNDERSTANDS THE NATURE OF THE RISKS THAT MAY ARISE FROM SUCH ACTIVITIES AND, ON BEHALF OF ITSELF AND CHILD, VOLUNTARILY ASSUMES ALL SUCH RISKS. PARENT ACKNOWLEDGES THAT PARENT AND CHILD ARE VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE CITY PARKS FOUNDATION.

\_\_\_\_\_  
Print name of Child

\_\_\_\_\_  
(Signature of Parent)

\_\_\_\_\_  
Print name of  
Parent

\_\_\_\_\_  
Emergency  
Name

Contact

\_\_\_\_\_  
Emergency Contact Number

\_\_\_\_\_  
Date

Parent acknowledges and agrees that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by Parent, on behalf of itself and Child, and shall be binding on Parent and Child. Furthermore, in consideration of Releasees possibly including Child in the Program, Parent, on behalf of itself and Child, hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Release (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to Child's participation in the Program, if any.

## **EXHIBIT A**

### **Safety Protocol**

#### **CITYPARKS LEARN SUMMER 2020** **COVID-19 SAFETY PROTOCOL** **ACKNOWLEDGEMENT AND CONSENT AGREEMENT**

With the spread of COVID-19, new health and safety protocols are necessary to ensure participants in the program (each a “Child,” collectively “Children”), their parents or guardians (“Parents”), families, and staff members are as safe as possible. City Parks Foundation (“CPF”) is taking all reasonable precautions to prevent the spread of COVID-19 as recommended by the United States Centers for Disease Control and Prevention and other governmental authorities. The following daily protocols (“Safety Protocol”) MUST be followed by staff, Children and Parents in order to participate in our programs this year:

- 1) Parents/guardians are required to attend the pre-season virtual orientation session, ensuring understanding and consent to follow all health precautions and accept the conditions of their child’s participation.
- 2) Parents are responsible for screening their Child at home before arriving. Children with a fever or other COVID symptoms should stay at home. Parents must notify the CPF director if their Child exhibits symptoms or tests positive for COVID-19 while enrolled in the program, so that contact tracing can be instituted.
- 3) Every day of programming, staff will require Parent to answer several questions about whether the Parent or Child has: (a) knowingly been in close or proximate contact in the past 14 days with anyone who has tested positive for COVID-19 or who has or had symptoms of COVID-19; (b) tested positive for COVID-19 in the past 14 days; and/or (c) has experienced any symptoms of COVID-19 in the past 14 days.
- 4) Upon arrival, Children will be required to check-in, sanitize their hands, answer health questions, submit to a temperature check and proceed to a designated area where social distance will be maintained. Students will be accompanied by only one Parent, who is required to stay until the Child has been cleared to participate for the day, but is prohibited from entering the program site. Staff reserves the right not to admit any Child, or isolate and dismiss any Child during the program, who exhibits any COVID symptoms, including body temperature at or above 100.4 degrees, persistent cough and lethargy.
- 5) As daily attendance will be strictly monitored, parents are required to notify the program manager if their child will be absent, or can no longer attend class for any reason. Because space in our programs is restricted this summer, multiple unexcused absences may be grounds for student dismissal.
- 6) Throughout the programming, Children, Parents, and staff members will be required to practice hygiene such as hand washing in the following instances: upon arrival to the first program activity; between all program activities; after using the restroom; before eating; and before departing the last program activity.
- 7) Children and Parents are required to wear face masks. Face masks must be worn properly, covering the nose and mouth. Students are expected to wear masks at all times when social distancing may not be possible.

- 8) Aside from a water bottle, students will not bring any personal items from home (unless otherwise required for their health or safety) and will not share any personal equipment with other students. No eating will be permitted during program hours. CityParks Learn programs will provide a small, packaged snack that will be distributed at the end of the program for consumption once they depart the program site.
- 9) All CPF equipment will be either sanitized daily or issued to one student for the duration of the program.
- 10) The program director reserves the right to dismiss and/or deny access to the property to any Parent or Child who does not follow the above procedures. Any dismissal due to a Parent or Child's failure to follow these rules shall in no case result in compensation for missed programming.

This Safety Protocol is subject to the Waiver and Release (the "Waiver") signed by the Parent on behalf of the Parent and Child. If any term or provision of this Safety Protocol conflicts with the Waiver, the Waiver shall control.

Parent, on behalf of Parent and Child, agrees to adhere to all of the above protocols, which Parent and Child recognize are subject to change depending on current local and state regulations:

Print name of Child	(Signature of Parent)	Print Name of Parent
Emergency Contact Name	Emergency Contact Number	Date

Parent acknowledges and agrees that all representations, consents, agreements, grants, waivers, authorizations, indemnifications and releases herein shall be regarded as made by Parent, on behalf of itself and Child, and shall be binding on Parent and Child. Furthermore, in consideration of Releasees possibly including Child in the Program, Parent, on behalf of itself and Child, hereby agree to be bound by and to perform all of the terms and conditions of the foregoing Safety Protocol (including, without limitation, the provisions regarding release of all claims), as such terms and conditions may relate to Child's participation in the Program, if any