



Making It Better, Together.

## Release of Liability

### *Learn-to-Row Programs at the Camden County Boathouse*

IN CONSIDERATION of being given the opportunity to participate in a Learn-to-Row Program at the Camden County Boathouse in the Camden County Park System, during the year **2020**, I, for myself, my personal representatives, assigns, heirs, and next of kin.

1. ACKNOWLEDGE, agree and represent that I understand the nature of fitness classes and strenuous physical activity, and that I am qualified, in good health, and in proper physical condition to participate in such Activity.

2. FURTHER ACKNOWLEDGE, the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing. I further acknowledge that the County of Camden has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that the County of Camden cannot guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, County employees, agents, and other park guests and their families. I voluntarily wish to engage in fitness lessons and/or classes, and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while on County property. **I attest that:**

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*I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.*

*I have not traveled internationally within the last 14 days.*

*I have not traveled to a highly impacted area within the United States of America in the last 14 days.*

*I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.*

*I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.*

*I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.*

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2. FULLY UNDERSTAND that: (a.) FITNESS CLASSES INVOLVE RISKS AND DANGERS of serious bodily injury, including permanent disability, paralysis and death (“Risks”); (b.) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the Releasee named below; (c.) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. AGREE AND WARRANT that I will examine and inspect each Activity in which I take part as a participant in the **Learn-to-Row Program at the Camden County Boathouse** and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Activity and will refuse to take part in the Activity until the condition has been corrected to my satisfaction.

4. HEREBY RELEASE, discharge, and covenant not to sue the County of Camden, its administrators, directors, agents, officers, volunteers and employees, other fitness class organizers, any sponsors, advertisers, and if applicable, owners and lessors of the premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement, I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as a result of such claim, to the fullest extent permitted by law. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

**Printed Name of Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature of Participant:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**PARENTAL CONSENT**  
**(if participant is under the age of 18)**

AND I, the minor’s parent and/or legal guardian, understand the contagious nature of the Coronavirus/COVID-19, understand the nature of fitness classes and the minor’s experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby release, discharge, covenant not to sue, and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releasees from all liability, claims, demands, losses, or damages on the minor’s account caused or alleged to be caused in whole or part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of the above Releasee, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim, to the fullest extent permitted by law.

**Printed Name of Parent/Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_