

**WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND
INDEMNIFICATION AGREEMENT**

(Participant)

(Date of Birth)

(Parent/ Legal Guardian - if Participant under age 18)

(Phone)

(Address)

(City)

(State)

In exchange for the City of Fennimore (City) allowing Participant to use the City's swimming pool, Participant and, if Participant is a minor, each of Participant's Parent(s) and/or Legal Guardian(s), agrees as follows:

1. Acknowledgment of Risk

I understand that due to Participant's use of the City's public pool, there is a 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 COVID-19 or other medical conditions, diseases, or maladies, and it is impossible to eliminate the risk that Participant could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease. I understand that this risk still exists even with additional safety regulations, social distancing practices, personal protective equipment, frequent hand washing and disinfection of equipment and facilities, and other attempts to limit the spread of communicable diseases.

Some risks associated with such exposure to and/or infection with a communicable disease include personal injury, illness, permanent disability, and death. Such risks may include, but are not limited to: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestions or runny nose, nausea or vomiting, diarrhea, heart problems, fainting, blood clots, seizures, kidney damage, liver problems or damage, Guillain-Barre syndrome, coughing up blood, rashes or lesions, exacerbation of existing medical conditions, loss of appetite, swollen eyes, and pediatric multisystem inflammatory syndrome.

I acknowledge that the risks listed above, along with other risks inherent in the use of the pool, may result in personal injury, illness, permanent disability, and death. I recognize that use of the pool involves other inherent risks, and that all such risks cannot be described as a part of this document.

Accordingly, if I believe I need more information regarding the use of the pool before I waive my rights and agree to indemnify others as described below, I acknowledge that I may seek additional information or Participant may refuse or decline the use of the pool. The use of the pool is completely optional, and Participant is under no obligation to use the pool. Failure to use the pool will not have any negative consequences.

2. Waiver of Rights and Release of Liability

Participant, and, if Participant is a minor, each Parent and/or Legal Guardian, hereby releases, waives and discharges the City, its alders, employees, agents, and volunteers (“Releasees”) from all liability, claims, and causes of action based upon the negligent acts or omissions of the Releasees arising in connection with Participant’s use of the swimming pool described above; provided, however, that this waiver and release does not address injury, damage, or loss resulting from the intentional or reckless acts of any Releasee.

3. Indemnification and Hold Harmless

The undersigned Participant, and if Participant is a minor, each Parent and/or Legal Guardian, jointly and severally, agrees to indemnify and hold harmless the Releasees from and against all losses, damages, monetary awards, and expenses, including all costs and reasonable attorney fees, incurred in connection with any claims of negligence on the part of a Releasee brought by Participant, Participant’s Parent(s) and/or Legal Guardian(s), Participant’s other family members, or Participants’s heirs, successors, assigns, and legal representatives, for any personal injury, illness, permanent disability, and death, arising from or in connection with Participant’s use of the pool described above. Notwithstanding the foregoing, this hold harmless and indemnification agreement does not address losses, damages, monetary awards, and expenses arising from the intentional or reckless acts of any Releasee.

4. Opportunity to Negotiate

You are encouraged to carefully review the contents of this Waiver of Rights, Release of Liability, and Indemnification Agreement and take the time you feel is necessary to review it thoroughly. DO NOT SIGN this Agreement unless you understand and agree to the terms and conditions of this Agreement. You may wish to consult an attorney. IF YOU WISH TO NEGOTIATE any of the terms of this Agreement and propose modifications, deletions, or additions, please contact the City office at (608) 822-6119 prior to signing and executing this Agreement. If you do not contact the City office prior to signing and executing this Agreement, the City understands that you are accepting the terms and conditions as set forth above, and that you do not wish to pursue any further negotiations regarding the terms and conditions of this Agreement.

5. Miscellaneous

The parties agree that the provisions of this Waiver of Rights, Release of Liability, and Indemnification Agreement are severable, and that the invalidity or unenforceability of any one or more of the provisions or clauses hereof, or any portion thereof, shall not affect the validity or enforceability of the other provisions or clauses of this Agreement, or any other portion thereof. The terms of this Agreement constitute the entire agreement and understanding between the parties concerning these subject matters. This Agreement is made pursuant to and shall be construed according to the laws of the State of Wisconsin.

I CERTIFY THAT I HAVE READ THIS WAIVER OF RIGHTS, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT MAY TAKE THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS AND ASSUMING SUBSTANTIAL RESPONSIBILITIES BY SIGNING BELOW, AND SIGN BELOW VOLUNTARILY.

Date: _____
_____ (Participant)

Date: _____
_____ (Parent/Legal Guardian)*

Date: _____
_____ (Parent/Legal Guardian)*

*All parents/legal guardians must sign if Participant is under age 18