



## **TAPPLY-THOMPSON COMMUNITY CENTER**

30 North Main Street, Bristol, NH 03222  
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### **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 (Please Read Carefully Before Signing)**

The novel coronavirus, Coronavirus/COVID-19, has been declared a worldwide pandemic by the World Health Organization. Coronavirus/COVID-19 is extremely contagious and is believed to spread mainly from person to person contact. Federal authorities and the State of New Hampshire recommend social distancing to prevent the spread of Coronavirus/COVID-19. Contracting Coronavirus/COVID-19 can lead to severe illness, personal injury, permanent disability, and death. The Bristol Recreation Advisory Council (TTCC) and staff undertake every effort to keep our facilities (and those that we have been granted permission to use) clean and disinfected and have created new protocols and preventative measures to reduce the spread of Coronavirus/COVID-19; however as with any public facility, the TTCC cannot guarantee that you will be 100% safe from airborne illnesses such as Coronavirus/COVID-19 or colds and flu while using TTCC facilities or those that the TTCC has use of or while participating in its program.

By signing this agreement I acknowledge the contagious nature of Coronavirus/COVID-19 and voluntarily assume the risk that I may be exposed to, or infected by COVID-19 while using facilities that are holding TTCC programs or participating in its programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by Coronavirus/COVID-19 at or while using TTCC facilities or facilities being used by the TTCC, or participating in its programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the TTCC employees, volunteers, program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability or expense, of any kind, that I may experience in connection with use of said facilities and/or while participating in its programs. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the Bristol Recreation Advisory Council (TTCC), its officers, employees, agents, and representatives, of and from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the TTCC, its officers, employees, agents, and representatives, whether a Coronavirus/COVID-19 infection occurs before, during, or after participation in any of the TTCC programs or use of its facilities or those facilities it has permission to use.

By signing my name below, I certify that: (1) I have fully read and understand the above terms and conditions as they apply to myself; (2) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (3) I agree I have been encouraged to seek the advice of my own attorney prior to signing this agreement; (4) I have read and voluntarily signed this agreement; and (6) no oral representations, statements or inducements apart from the foregoing written agreement have been made.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE TTCC USES REASONABLE CARE IN PROVIDING THIS ACTIVITY THERE IS A CHANCE YOU MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR RIGHT TO RECOVER FROM THE TTCC IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR YOURSELF OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE TTCC HAS THE RIGHT TO REFUSE TO LET YOU PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**Activity:** \_\_\_\_\_

**Participant's Name:** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE OF PARTICIPANT**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**DATE**

**6/25/20**