



By signing up online, over the phone or in person for these classes you agree to the release, waiver and hold harmless agreement, Covid-19 Informed Consent and additional policies listed below

RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT + COVID-19 INFORMED CONSENT

In consideration of participation in a class or activity (whether in-person or online) offered by the City of Sunnyvale, Department of Library and Recreation Services, I, the undersigned for myself and/or as the parent/guardian of the Minor enrolled in the class or activity, agree to indemnify and hold the City of Sunnyvale harmless and hereby waive, release and discharge any and all claims for damage, for death, personal injury, bodily injury (including illness and communicable disease) or property damage which I and/or the Minor may have or which hereinafter may accrue to me and/or the Minor against the City of Sunnyvale, its City Council, employees, agents, and volunteers from and against any liability arising out of or connected in any way with my and/or the Minor's participation in this class or activity, even though that liability may arise out of active or passive negligence or carelessness on the part of the person or entities mentioned above. It is further understood and agreed that this waiver, release, and assumption of risks has been freely entered into and is to be binding on my/our heirs and assigns.

Additionally, I fully understand that that my participation in the above-referenced activity exposes me to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. Knowing the risks, nevertheless, I hereby acknowledge that I and/or the named Minor am voluntarily participating in this activity agree to assume those risks on behalf of me and/or the above named Minor and to release and to hold harmless all of the persons or entities mentioned above who (through negligence or carelessness) might otherwise be liable to me and/or the above named Minor (or my/our heirs or assigns) for damages.

VIRTUAL (ONLINE) CLASS RELEASE: I hereby warrant and agree, that the conditions of my environment are safe, free from obstructions, and are suitable for participation in the above-referenced activity. I further understand and agree that any material downloaded, viewed or otherwise obtained through my participation in said activity is done at my own risk and the City is not responsible for any loss, alteration, corruption or other damage to my personal property, including computers, networks and other property used as part of my participation. I further understand that virtual classes may be recorded and agree to any such recording.

PHOTOGRAPHIC RELEASE: I understand that photographs, recordings, or videos may be taken during this activity, and hereby grant the City permission use my image and/or that of the named minor, which may be captured through video, photo, digital camera or other media during participation in online or in-person classes, for City of Sunnyvale promotional materials and publications.

COVID-19 AND OTHER COMMUNICABLE DISEASES: I agree, understand, and acknowledge, that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), and any other communicable or infectious disease, exists in any public place where people are present. "Communicable disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. "Infectious disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention ("CDC"), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I also acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that you will expose others that you later encounter, even if you are not experiencing or displaying any symptoms of illness.

I acknowledge and agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of yourself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any City of Sunnyvale or any of its officers, employees, agents, and volunteers. You acknowledge that your participation in a class, camp, activity, or event is entirely voluntary. By participating in a class, camp, activity, or event you attest you are knowledgeable about your individual risk of developing severe illness if you are infected with COVID-19 or other communicable or infectious disease; you have made an informed decision about participating based on your individual risk; and you have decided whether to consult with a health care provider based on your individual risk.

I further acknowledge and agree to follow all COVID-19 rules, regulations, mandates and safety protocols issued by City of Sunnyvale, County of Santa Clara, State of California and/or the CDC, including but not limited to: (a) mandatory COVID-19 testing at such times and frequency as required by the CDC, State of California, County of Santa Clara or other relevant agency, which may include testing before and after your activity, event, class or camp; (b) daily health screening (including temperature checks) for signs and symptoms of COVID-19 and known exposure to COVID-19; (c) denial of participation due to signs and symptoms of a possible COVID-19 infection or known exposure to COVID-19; (d) participation in contact tracing and data collection for COVID-19 surveillance; (e) mandatory isolation and/or quarantine as ordered by a public health authority; (f) closure of an activity, class, camp or event due to a positive or suspected COVID-19 infection in a participant (g) mandatory use of face coverings/face masks; and (h) following social distancing requirements of the City or any health authority.

PARTICIPATION POLICIES

I acknowledge that I have reviewed the following policies online at [Sunnyvale.ca.gov](https://www.sunnyvale.ca.gov) (click on [Classes & Activities](#))

- Activities Registration, Policies and Procedures
 - including
 - > Camp EPACT Emergency Card Information
 - > refund/transfer
 - > missed/make-up classes policies
- Release, Waiver and Hold Harmless Agreement including Photographic Release
- COVID-19 and Other Communicable Diseases
 - COVID-19 Health Screening Questions
- Online-Virtual Class Policy
- Participant and Wellness Requirements Policy
- Safety – Concussion Management

WITH MY ONLINE REGISTRATION OR IN-PERSON SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS INCLUDING INFORMED CONSENT ABOUT COVID-19. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND THE CITY OF SUNNYVALE AND I SIGN IT OF MY FREE WILL.

EACH ADULT PARTICIPANT (AGES 18+) OR A PARENT/LEGAL GUARDIAN FOR PARTICIPANTS UNDER 18 MUST SIGN BELOW.

Participant Name(s): _____ Adult Participant Child Participant

Parent/Legal Guardian Name (if signing for child): _____

Check the appropriate box(es) and sign:

Signature: _____ Participant (Ages 18+) Parent Legal Guardian Date: _____