

Maryland-National Capital Park and Planning Commission
Montgomery County Department of Parks
Waiver & Consent Form for Cabin John and/or Wheaton Ice Arena

I, _____, understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, the Maryland-National Capital Park and Planning Commission's ("Commission") Montgomery County Department of Parks, has put in place preventative measures, including physical distancing where possible, to reduce the spread of COVID-19; however, the Commission cannot guarantee you, your family, or other participants will not become infected with COVID-19 while visiting its facilities or participation in its programs.

While the Commission strives to achieve the CDC's guidance on keeping a 6-foot physical distancing and follows State and local protocols in both the wearing of face masks and adherence to overall maximum numbers, participation in private leased ice, activities and/or programs at Commission facilities including, on-ice training, drills, and skills-building may not always allow for proper physical distancing measures and practices at all moments or times. I acknowledge that participation in any activities offered in a Commission facility or by the Commission is purely voluntary, and neither I, nor my child, should participate in any activity or program beyond my, or their, physical or medical condition which makes them uncomfortable or which I, or they, consider unsafe.

I hereby represent that:

- (1) If the participant is a minor, I am his/her parent/legal guardian and am legally authorized to provide the releases, authorizations, and permissions stated herein and all the information provided is accurate and complete.
- (2) Neither I, nor my child have exhibited any of the symptoms of COVID-19 within the last 14 days which include, but not be limited to: fever, chills, muscle aches, cough, fatigue, sore throat, difficulty breathing, a loss of taste or smell, or any other flu-like symptoms.
- (3) Neither I nor my child have not been in close, prolonged contact with anyone who has exhibited these symptoms within the last 14 days.
- (4) Neither I, my child nor anyone else in our household has tested positive for the coronavirus.

I further understand that should I, my child, or anyone else in our household develop any of the above symptoms during the course of the season and/or program, or learn of our exposure to someone else with these symptoms, my and/or my child's participation at the facility will be terminated immediately and will remain terminated for at least 14 days.

By my signature below, I understand and agree that my and/or my child's participation in any Commission program and visit to its facilities carries inherent risks including the risk of serious injury or death. I acknowledge that any activity involving, but not limited to, water, height, motion, and rotation in a unique environment may be extremely hazardous.

I, individually, and on behalf of my child and any and all heirs and personal representatives, do hereby release and forever discharge, indemnify, defend, and hold harmless the Maryland-National Capital Park and Planning Commission, its Montgomery County Department of Parks, servants, agents, commissioners, directors, officers, principals, attorneys, and successors from and against any and all costs, losses, expenses, damages, claims, lawsuits, judgments, and liabilities, including attorneys' fees, incurred or arising from, either directly or indirectly, all claims for bodily/personal injury, death, loss of

use, monetary loss, or any other injury from or related to the use of Commission facilities, whether caused by the negligence of any of the individuals or entities above. I acknowledge and understand that this release is expressly intended to apply to all claims, obligations, debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, and damages whatsoever of every name and nature, both in law and equity, which I now have or in the future may have relating to, occurring during, or arising out of, any injury or illness sustained by me or my child as a result of my and/or his/her use of Commission facilities or participation in the program stated above.

Media Waiver: I grant the Commission and its agents and assign the right to photograph myself/my child and use the photo and/or digital reproduction of him/her or other reproductions of his/her likeness for publication purposes, without compensation, whether in print or digital format, or publishing via the internet.

THIS RELEASE OF LIABILITY CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS BY YOU AND YOUR CHILD. BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY, AND KNOWINGLY AND VOLUNTARILY SIGN BELOW.

Printed Name of Participant

Date

Signature of Participant or Parent/Guardian (if Participant is under 18)