



TOWN OF NORTH KINGSTOWN RECREATION DEPARTMENT
100 Fairway Drive North Kingstown, Rhode Island 02852
Phone (401) 268-1540

**ADULTS CONSENT TO PARTICIPATE CODE OF CONDUCT
AND HOLD HARMLESS AGREEMENT AND RELEASE**

ADULT'S CONSENT TO PARTICIPATE
AND HOLD HARMLESS AGREEMENT AND RELEASE

I, (Print Name) _____ (hereinafter the participant) state that I wish to participate in (Print Name of Event or Program) _____ sponsored by the North Kingstown Recreation Department (the "Recreation Department").

The participant understands that participation in the above program is VOLUNTARY and that the participant does not have to participate. It is understood that the program involves activities which could result in injury to the participant's person or damage to the participant's property, and that by participating, the participant voluntarily accepts and assumes the risk of personal injury and damage to property.

It is understood that the Recreation Department DOES NOT provide any insurance coverage for the participant's person or property; and the participant acknowledges that he/she is responsible for his/her safety and health care needs, and for the protection of his/her property.

In exchange for allowing the participant to participate in this event or program, the participant agrees to and hereby does release from liability, indemnify, and hold harmless the Town of North Kingstown, its agents, officers, and employees from any injury to the participant's person or damage to the participant's property which arises out of or occurs during or as a consequence of his/her participation in the event or program, whether or not such injury or damage may have been caused, in whole or in part, by any negligence or want or care on the part of the Town of North Kingstown, its agents, officers, or employees.

This Hold Harmless Agreement and Release shall be binding upon the participant and the participant's heirs, executors, administrators and assigns.

The participant understands that this document is complete unto itself and that any oral promises or representations made to him/her concerning this document and/or its terms are not binding upon the Town of North Kingstown, its officers, agents and/or employees.

Code of Conduct. North Kingstown Recreation expects all participants will abide by any and all rules set by the department, the instructor, and the facility. Please dress appropriately for the weather, for the program you have registered for and it's requirements, and be mindful that most programs have children of all ages. Be present. Please turn off your cell phones and devices. Cooperate and respect your leadership. There is zero tolerance for discourteous behavior, rudeness, bullying, and harassment or threats to any participant or leader. Failure to follow any policies or procedures will result in immediate discharge without refund.



BY INITIALING I AGREE TO THE UNRESOLVED USE OF MY AND/OR LIKENESS (INCLUDING PHOTOGRAPHS, VIDEO TAPES, AND OTHER DEPICTIONS) FOR PUBLICIZING NORTH KINGSTOWN RECREATION ACTIVITIES AND EVENTS.

Participant's Legal Name (SIGN): _____

Date: _____



**Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

North Kingstown Recreation Programming has put in place preventative measures to reduce the spread of COVID-19; however, NK Recreation **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending NK Recreation Programming, being exposed to the public, could increase** your risk and your child(ren)'s risk of contracting COVID19

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending NK Rec Programming 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 COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NK Rec employees, volunteers, and program participants and their families even though North Kingstown Recreation is taking all possible precautions.

By signing I understand that North Kingstown Recreation reserves the right to cancel the program for any given period of time due to COVID-19 cases and circumstances. In this case there is no guarantee of a refund, a prorated refund, or a make-up. Cancellations will only occur to keep the participants from further spread of the virus.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at NK Rec Programs or participation in NK Rec programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless NK Rec, its employees, agents, and representatives, of and from the 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 programs, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any programming.

Signature of Parent/Guardian/Self

Date

Print Name of Parent/Guardian/Self

Print Name of Participant(s)
