



WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Please print

Name of Adult Visitor/Participant: _____

Name of Parent or Guardian of Child Visitor/Participant: _____

Name of Child Visitor/Participant: _____

In consideration for being permitted to access and/or utilize the facilities and programs at the Runyon Field Sports Complex and/or for my child or children listed above ("children") to so participate for any purpose, including, but not limited to, observation or use of facilities or equipment or participation in any off-site activity facilitated by Pueblo County and/or the Runyon Sports Complex Commission, Inc. the undersigned, on behalf of himself or herself and such children and any personal representative, heirs and next of kin (hereinafter "the undersigned") hereby acknowledges, agrees and represents that he or she has considered the condition of the premises and equipment at the Runyon Field Sports Complex and/or affiliated programs and the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and his/her children.

The undersigned acknowledges that the novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in Pueblo, Colorado. The undersigned hereby agrees, represents and warrants that neither the undersigned nor his/her children shall visit or utilize the facilities, services or programs at the Runyon Field Sports Complex if he or she (i) experiences symptoms of COVID-19 including, without limitation fever, cough, shortness of breath or loss of sense of taste or smell, (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) has had exposure to any person who has a suspected or confirmed case of COVID-19.

Pueblo County and the Runyon Sports Complex Commission, Inc. have taken certain steps to implement recommended guidance and protocols issued by federal, state and local public health agencies for slowing the transmission of COVID-19, including, without limitation, the access restrictions set forth above. The undersigned acknowledges and agrees that, due to the nature of the facilities and recreational activities offered by Pueblo County and/or Runyon Sports Complex Commission, Inc., social distancing of 6 feet per person among participants is not possible. The undersigned fully understands and acknowledges both the known and the potential dangers of utilizing the facilities services and programs at the Runyon Field Sports Complex and acknowledges that the use thereof by the undersigned and such participating children may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability and/or death. The undersigned will not hold Pueblo County and/or the Runyon Sports Complex Commissioner, Inc. liable for any such dangers.

In further consideration of being permitted to enter the Runyon Field Sports Complex for any purpose, including, but not limited to, observation or use of facilities or equipment or participation in any on-site or off-site program affiliated with Pueblo County and/or the Runyon Sports Complex Commission, Inc. the undersigned agrees to:

1) Release and forever discharge and hold harmless Pueblo County and the Runyon Sports Complex Commission, Inc. and their agents from any and all liability, claims and demands, of whatever kind or

nature, either in law or equity, which arise or may arise from the undersigned or his/her children entering on to the Runyon Field Sports Complex premises and participating in any activities on the premises.

2) Indemnify and to hold Pueblo County and the Runyon Sports Complex Commission, Inc. and their agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Participant or failure of Participant. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to Pueblo County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

3) The undersigned agrees and acknowledges that the use of and participation in activities at the Runyon Sports Complex Commission, Inc. may involve inherent danger and risk, including, without limitation, the risk of contracting COVID-19 and/or any other physical injury or illness, death or property damage and hereby assumes full responsibility for and the risk of illness, bodily injury, death or property damage to the undersigned or his/her children due to negligence or otherwise while in, about or on the premises of the Runyon Field Sports Complex or while using the facilities or participating in programs affiliated with Pueblo County and/or the Runyon Sports Complex Commission, Inc.

This Waiver of Liability and Indemnity Agreement shall be effective for a period of one year from the date it is signed.

The undersigned affirms that he/she fully understand and agree to the above terms and conditions.

The undersigned further agrees that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Signature of Adult Visitor/Participant

Signature of Parent or Guardian of Child Visitor/Participant

Date: _____

Emergency Contact Name and Phone Number

Team Name: _____

Age Division: _____



WAIVER OF LIABILITY

Name of Parent or Guardian of Child Participant: _____

Name of Child Participant: _____

I expressly agree to hold Runyon Field Sports Complex, its directors, officers, agents and assigns harmless from any loss, injury or liability that may arise through or as a participant in the Instructional Training Videos sponsored and hosted by the Runyon Field Sports Complex.

I hereby agree to hold the Runyon Field Sports Complex harmless for the use of my child's name, picture or story for the purpose of an instructional training video. I hereby freely release the Runyon Field Sports Complex for any claim or liability involved with information published or printed for public information; and

1) Release and forever discharge and hold harmless Pueblo County and the Runyon Sports Complex Commission, Inc. and their agents from any and all liability, claims and demands, of whatever kind or nature, either in law or equity, which arise or may arise from the undersigned or his/her children participating in any activities on the premises.

2) Indemnify and to hold Pueblo County and the Runyon Sports Complex Commission, Inc. and their agents harmless from any and all claims, suits, expenses, damages or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury to persons or property caused or sustained by any person, persons, or entities as a result of any intentional or negligent act or omission by Participant or failure of Participant. By requiring this right to indemnification, the County in no way waives or intends to waive the immunity protections provided to Pueblo County and its employees under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

I further agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Colorado, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

I have read this release, understand the terms used in it and their legal significance, and have executed it voluntarily.

Signature of Parent or Guardian of Child Participant

Date: _____

Emergency Contact Name and Phone Number

Team Name: _____

Age Division: _____