

Maryland-National Capital Park and Planning Commission  
Montgomery County Department of Parks  
Waiver & Consent Form for Wheaton Sports Pavilion

Participant/Visitor: \_\_\_\_\_ Organization/Team Name (If applicable): \_\_\_\_\_

Session Type: \_\_\_\_\_

Date of Practice/Session: \_\_\_\_\_ Time of Practice/Session: \_\_\_\_\_

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 in all its programs 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 activities and programs at Commission facilities including, Wheaton Sports Pavilion, may not always allow for proper physical distancing measures and practices at all moments or times. I acknowledge that participation in any activities offered 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 program, or learn of our exposure to someone else with these symptoms, my and/or my child's participation in the program 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 and/or pools, 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.

**Transportation Waiver:** I hereby give permission for the participant to participate in the Commission's program(s), including transportation in approved vehicles (Commission Vehicles, Board of Education School Buses, or Commercial Motor Coaches). I acknowledge that the Commission's Montgomery Department of Parks has a policy for conduct in its recreational programs and facilities and I hereby agree that the participant is bound and subject to said policies, including the disciplinary provisions.

**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.

**Refund Policy:** If the activity is canceled by the Commission or a withdrawal request is received at least 5 days before an activity begins, a full refund will be applied to the customer's ActiveMONTGOMERY account; or returned in the same form of payment if there is no ActiveMONTGOMERY account. If a withdrawal request is received less than 5 days before an activity begins a refund less \$25 withdrawal fee will be issued. The 5 days withdrawal request must be received by the Commission by 5:00 pm local time of the date that is 5 days prior to the activity commencement date (e.g., if an activity date is July 1, the withdrawal request must be received by June 26, 5:00 pm local time). No refunds of any type will be issued for classes missed by the participant or after the second class of an activity has met.

THIS RELEASE OF LIABILITY CONTAINS A RELEASE OF KNOWN AND UNKNOWN CLAIMS BY YOU AND YOUR CHILD. THIS WAIVER AND CONSENT FORM COVERS THE DATES OF SEASONAL CONTRACT PLAY THROUGH March 30, 2022, PROGRAMS AND LEASES BY SIGNING BELOW. 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

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

\_\_\_\_\_  
Date