

Liability Waiver

Liability Waiver

Description

WAIVER OF LIABILITY AND INDEMNIFICATION

Fall 2024 / Winter 2024 - 2025 / Spring 2025 City of
Liberty Athletics

1. I agree that I am personally responsible for my safety and actions and those of my child(ren) and guests while visiting City of Liberty facilities to spectate and/or participate in any Liberty athletic event. I agree to comply with all City of Liberty ordinances, policies, and rules, including but not limited to all City of Liberty policies, guidelines, signage, and instructions as well as South Carolina law. Also, because the City of Liberty identified the facility open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my children, family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the City of Liberty, its officials, council members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my guests related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using the City of Liberty facilities, or otherwise, while participating in any activity while in, on, or around the City of Liberty and/or while using any City of Liberty tools, equipment, or materials.

2. I agree to participate in requirements at all City of Liberty or facilities in accordance with all City of Liberty policies, guidelines, signage, and instructions and South Carolina law.

3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in allowing my child(ren) or child I am guardian of to participate in athletic activities, and that my family and guests may have in visiting any City of Liberty facility to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, I am at least eighteen (18) years of age and fully competent; **I understand that if I have concerns about my health and safety or the health and safety of my child(ren), I and my child(ren) should simply choose not to visit or participate**, and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with South Carolina law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

Athlete Name: _____

Signature: _____