

WAIVER OF LIABILITY

I understand that this program has certain risks and could result in injury to me and/or my child/ward. I, the undersigned, hereby expressly release, relinquish and forever discharge Downtown Akron Partnership, Gotham Gym and the City of Akron and their employees and representatives from any claims I may have which may arise out of the event and all related activities. I understand that it is my sole responsibility to exercise appropriate care and judgment and take appropriate safety measures when participating in the event and that it is my sole responsibility to do so for my child/ward. I assume the risk for myself and my child/ward of any harm or injury that may occur during the event and/or its related activities.

I understand and agree that I and my child/ward must follow all instructions provided and that I and my child/ward must follow all rules and regulations of the event as well as the directives of Downtown Akron Partnership, Gotham Gym and the City of Akron and its employees and representatives. I provide my consent for myself and my child/ward to participate in the event and all related activities.

Additionally, I, for myself and on behalf of my child/ward, hereby authorizes and gives consent to Downtown Akron Partnership, Gotham Gym and the City of Akron to use any photographs taken of me and/or my child/ward taken during the event or all related activities, and to use and/or publish such photos on websites and in print as they see fit in their sole discretion. I waive any and all rights to these photographs. Furthermore, I waive and relinquish any and all claims I and/or my child/ward may have regarding the taking or publishing of any such photos. I further agree to make no claim for compensation or publicity should any photographs containing me or my child's/ward's image be published or otherwise used.

“Ward” means a minor child for whom the individual executing this waiver has temporary responsibility for supervision and care. Any child accompanying the individual executing this waiver who is not the biological or adopted child of the signer is considered a “ward.” All individuals executing this waiver certify that they have the actual authority to do so for all children accompanying them.

COVID-19 WAIVER OF LIABILITY

Downtown Akron Partnership, Inc. (DAP), the City of Akron and Gotham Gym have taken steps to implement recommended guidance and protocols issued by the Centers for Disease Control (CDC) and the Ohio Department of Health (ODH). DAP encourages and recommends the use by participants of masks if possible. It is important to note that DAP, the City of Akron and Gotham Gym cannot prevent the exposure to, contracting or spread of COVID-19 during its programs. Therefore, if the undersigned chooses to participate and/or chooses to allow his/her child or ward to participate in any of DAP's programs, in partnership with the City of Akron and Gotham Gym, such choice increases the risk of contracting or spreading COVID-19.

The undersigned acknowledges and agrees that DAP, the City of Akron, and Gotham Gym may revise their procedures at any time based upon updated recommended guidance and protocols issued by the CDC and/or ODH. The undersigned further understands and acknowledges both the known and potential risks of participating in any DAP program, which participation may, despite DAP, the City of Akron and Gotham Gym's reasonable efforts to mitigate such risks, result in exposure to COVID-19, which may in turn result in quarantine requirements, serious illness, and/or death.

The undersigned, by his/her signature, certifies that he/she has read and understands this Waiver of Liability and, that by participating in any of DAP's programs, in partnership with the City of Akron and Gotham Gym, he/she voluntarily assumes and accepts the risk of themselves or a child/ward contracting COVID-19.

I, the undersigned, agrees on my behalf and on behalf of my child/ward, to forever release and waive my and my child/ward's right to bring suit against DAP, the City of Akron or Gotham Gym, their employees, board members, volunteers, or agents for any loss, liability, damages, or costs I may incur as a result of participation in DAP's programs, in partnership with the City of Akron and Gotham Gym, including as a result of exposure to or contraction of COVID-19. I understand that this Waiver of Liability means that I give up my right to bring any claims against DAP, the City of Akron and Gotham Gym including for personal injury, death, disease, or property losses, or any other loss, including, but not limited to, claims of negligence, and I give up any claim I and/or my child/ward may have to seek damages, whether known or unknown, foreseen or unforeseen.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER OF LIABILITY, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS AND THE RIGHTS OF MY CHILD/WARD CONCERNING LIABILITY AS DESCRIBED ABOVE.

Signature: _____

Print Name: _____

Date: _____

Email Address: _____

County of Summit Employees can earn Virgin Pulse points for attending the downtown fitness classes. If you are a County of Summit employee, please provide your employee ID number so you can earn points.

Employee ID _____

City of Akron Employees are eligible to be entered in a weekly gift card drawing for attending the downtown fitness classes. If you are a City of Akron employee, please provide your employee ID number so you can be entered into the drawing.

Employee ID _____

I am the parent or legal guardian of the minor(s) named below. I have the legal right to consent on their behalf to this Waiver of Liability and, by signing below, I hereby do consent to the terms and conditions of this Waiver of Liability.

Name of Child(ren) or Ward(s): _____

Parent/Guardian Signature: _____

Printed Name: _____

Date: _____