

## **ASSUMPTION OF RISK AND RELEASE OF LIABILITY RELATING TO CORONAVIRUS**

Coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. Coronavirus 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 physical distancing and have, in many places, prohibited the assembly of large groups (usually of 10 or more).

You acknowledge that the FIRE DEPARTMENTS OF THE CITIES OF EUCLID, HIGHLAND HEIGHTS, LYNDHURST, MAYFIELD HEIGHTS, MAYFIELD VILLAGE, PEPPER PIKE, RICHMOND HEIGHTS AND SOUTH EUCLID (herein collectively referred to as “THE CITIES”) have put in place certain “coronavirus rules,” and taken certain preventative measures, to reduce the spread of coronavirus within the facility; however, THE CITIES cannot guarantee that you will not be exposed to or become infected with coronavirus. You understand that by accessing THE CITIES and all its facilities, before, during and after taking the entrance exam, you may be putting yourself at increased risk for contracting coronavirus. You further acknowledge that individuals with health conditions such as heart disease, cancer or diabetes may be more likely to suffer more severe symptoms as a result of contracting the coronavirus.

By signing below, you (referred to below as “I”) understand, acknowledge and agree to the following statements:

- I assume the risk that I, and/or my spouse or child(ren) and/or guests may be exposed to or become infected with coronavirus and the such exposure and/or infection may result in personal injury; illness, causing mild symptoms such as, fever or body aches, or more severe complications, such as pneumonia or organ failure; permanent disability or death; and
  
- I understand that the risk of exposure to or infection with coronavirus may result from the acts, omissions, or negligence of myself or others, including but not limited to, the employees of THE CITIES; and
  
- I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, my guests or my family (including, but not limited to, personal injury, disability or death), illness, damage, loss, claim, liability or expense (including medical bills, attorneys’ fees and court costs), or any kind, that I, my guests or my family may experience or incur in connection with my access to THE CITIES or participation in the services provided by THE CITIES (collectively, “Claims”); and

■ I hereby release, covenant not to sue, discharge and hold harmless THE CITIES, its employees, agents, representatives, and affiliates (collectively “Releasees”), of and from all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or related to my access to THE CITIES and its facilities or participation in the services provided by THE CITIES, whether arising out of the negligent or grossly negligent acts or omissions of any Releasee or otherwise, and whether any coronavirus infection or exposure occurs before, during or after access to THE CITIES or participation in any of the services provided by THE CITIES; and

■ I understand that by signing this release, I am waiving any and all Claims, including those Claims that may be unknown to me, or which I do not suspect to exist at this time.

■ If any provision of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court or arbiter declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions, which shall be enforced as if the offending provision had not been included in this Agreement. Releasees are third-party beneficiaries to this Agreement and shall have the right to enforce this Agreement as if Releasees were a party hereto.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT, HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW ITS TERMS, AND AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY FOR CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING OUT OF THE ACTIVITIES.

Applicant Printed Name: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_