

RECREATIONAL ACTIVITY RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

To enter the park, a copy of this waiver must be completed and signed for every patron. Before signing, however, please read the waiver in full and be certain that you understand the implications of signing.

Express Assumption of Risk Associated with Recreational Activities:

I, _____, hereby affirm and acknowledge that I fully understand the hazards and risks associated with the many outdoor (Please print your first & last name) and other recreational activities in which I am about to engage at City of Folly Beach facilities, parks, or beach. The inherent risks and hazards include but are not limited to:

- 1) Injuries sustained from any and all **outdoor activities**, such as running, jumping, walking, camping.
- 2) Injuries sustained from **objects** that are either natural or man-made, such as rocks, campfires, or from misjudging trails or other **terrain** that induces slipping, falling, colliding or otherwise.
- 3) Injuries and illnesses sustained from **swimming**, impacting the water, and/or water entering bodily orifices.
- 4) Injuries from hypothermia, heat stroke, dehydration, etc. from exposure to the elements, such as rain, cold, excessive heat or the **weather** in general.
- 5) Physical and monetary injuries sustained due to my own personal **negligence** and/or the negligence of others, crowds, and the like.
- 6) Injuries or illnesses sustained from either **plants or animals**, aggressive or biting pets, service animals, wildlife, or exposure to any plants or animals present within the area in general.
- 7) Illness arising from or out of, or relating to, directly or indirectly, the infection of COVID-19.

I understand that the description of these risks is in no way complete and that all such dangers, both anticipated and unanticipated, can lead to illness, injury, permanent disability, drowning and death.

Release of Liability, Waiver of Claims and Indemnity Agreement:

In making it possible to participate in many of the above-described activities and more, I both agree and acknowledge that:

- 1) I hereby release and hold harmless with respect to any and all illness, injury, disability, death, or loss or damage to person or property—whether caused by negligence or otherwise—the following named persons or entities, herein referred to as Releasees: City of Folly Beach.
- 2) I hereby release the Releasees, their officers, directors, managers, employees, representatives, agents, volunteers, and other vessels from any and all liability and responsibility and for any claims that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the Releasees or otherwise. By executing this document, I agree to hold the Releasees harmless and indemnify them in conjunction with regard to any illness, injury, disability, death, or loss or damage to my own personal property that can ensue from engagement in the full body of activities as stated above and otherwise.
- 3) I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
- 4) By entering into this agreement, I am not relying on any oral or written representation or statements made by the Releasees other than that set forth in this agreement.
- 5) I hereby grant the City of Folly Beach permission to use my likeness in a photograph, video, or other digital media (“photo”) in any and all of its publications, including web-based publications, without payment or other consideration.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall still be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND NOT ONLY DO I FULLY UNDERSTAND ITS TERMS BUT I UNDERSTAND THAT I HEREBY RELEASE ALL LIABILITY AND THEREIN RELINQUISH LEGAL RIGHTS BY SIGNING IT. I ALSO SIGN IT FREELY AND VOLUNTARILY UNDER MY OWN FREE WILL WITHOUT ANY INDUCEMENT, COERCION OR OTHERWISE.

First name

X

Last name

Date

For Parents and Legal Guardians: This is to certify that, as the parent or legal guardian with full legal responsibility for this attendee, I understand that said minor is not to wander throughout the park unattended but is to be accompanied by his or her parent(s) or legal guardian(s) at all times. I therefore consent and agree not only to his or her release of all Releasees but also to release and indemnify the Releasees from any and all liabilities incident to his or her involvement in these activities for myself, my heirs, assigns, and next of kin.

Please print full name of minor/child

X

Signature of parent or legal guardian

Date

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at City of Folly Beach courts, parks, facilities, and beach (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) the City of Folly Beach, their owners, officers, directors, agents, employees, contractors, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assignees and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of South Carolina. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; 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; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 2021.

SIGNATURE: _____

ACTIVITY: _____

NAME: _____

NAMES OF MINOR CHILD(REN):
