



Carter Community Building Association

Witherell Recreation Center
Fitness Center/Pool: 603/448-6477

Carter Community Building
Youth Drop-In Center: 603/448-3055
Preschool: 603/448-6477 Ext. 114

P.O. Box 386 • Lebanon, N.H. 03766 • www.joinccba.org

CCBA's WAIVER AND RELEASE

In consideration for permission to access, use and enjoy the facilities, programs, equipment, pavilion, and grounds of the Carter Community Building Association, including but not limited to the Witherell Recreation Center, the Carter Community Building, the Irene Decato Park, the Canillas Community Gardens, and any off-premises activity conducted or performed with or under the supervision of employees or agents of the CCBA, including classes, functions or activities conducted remotely, the undersigned hereby acknowledges and agrees as follows:

The undersigned expressly acknowledges and agrees that there are certain risks associated with the use and enjoyment of the above described facilities, properties, and activities, including the risk of serious bodily injury, death, and/or property damage, or all of the above. The undersigned hereby expressly assumes full and complete responsibility for any injury or accident which may occur in connection with the use and enjoyment of any CCBA facility, equipment or activity.

The undersigned agrees that, during any activity, use of premises or equipment, or other involvement in connection with the CCBA, [s]he will be bound by all rules, regulations, policies, procedures and guidelines governing use of the premises and equipment, whether written or promulgated by authorized staff. The undersigned further agrees and understands that CCBA has the right, but not the affirmative duty, to intervene and take any action deemed necessary to insure the safety of any participant, property or activity.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF OR ACTUAL BODILY INJURY, DEATH, PROPERTY DAMAGE, OR OTHER AND FURTHER HARM, whether due to the negligence of CCBA or otherwise. THE UNDERSIGNED DOES HEREBY KNOWINGLY AND INTENTIONALLY RELEASE, WAIVE, and COVENANT NOT TO SUE ANY AND ALL CLAIMS, OF WHATEVER KIND AND NATURE, THAT [S]HE MAY HAVE AGAINST CCBA, ITS BOARD OF TRUSTEES, EMPLOYEES, AGENTS OR REPRESENTATIVES. This Waiver and Release shall be binding on the heirs, administrators, and assigns of the parties to this Waiver and Release.

The undersigned has read, and voluntarily signs, this Waiver and Release, and agrees that no oral representation, statement of inducement or other consideration apart from the representations expressed and contained within this Waiver and Release. The undersigned acknowledges signing this waiver and release from liability before entering and/or participating and/or making use of any CCBA property, equipment, or programs.

Printed Name & Phone Number

Signature

Date

If the participant is under the age of 18 years, his/her parent or guardian must read and sign below:

I understand and agree to the terms, conditions, representations and covenants set forth in this Waiver and Release, and expressly consent and agree that my minor child will be bound by said terms and conditions as though a party hereto.

Child(ren)'s Name

Parent's Signature

Date



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CCBA'S ASSUMPTION OF RISK & WAIVER OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 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 social distancing and have, in many locations, prohibited the congregation of groups of people. The CCBA (Carter Community Building Association) has put in place preventative measures to reduce the spread of COVID-19; however, the CCBA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the CCBA or CCB (Carter Community Building) could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the CCBA and/or CCB and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the CCBA and/or CCB and may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CCBA and/or CCB employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at CCBA and/or CCB or participation in CCBA and/or CCB programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the CCBA and/or CCB, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the CCBA and/or CCB, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any CCBA and/or CCB program.

Printed Name & Phone Number

Signature

Date

Name(s) of participants