



Release of Liability

Name of Participant

Date of Birth

As a participant in the City of Brownsville After School /Summer programs, I agree to hold harmless and indemnify City of Brownsville its board and staff, and any authorized representative thereof, for any and all Liability incurred for personal injury or property damage resulting from use of participating City of Brownsville After School/Summer program facilities and equipment. I also understand that I am responsible for abiding and will abide by the rules, regulations, policies and guidelines for City of Brownsville programs/activities held there, which have been provided.

I give my permission for my child and/or I to be photographed and/or videotaped by City of Brownsville and other organizations or individuals approved and/or accompanied by the Director for purposes of advertising, public relations and family enrichment. I agree that any photographs, statements or video becomes the exclusive property of City of Brownsville and I waive all rights thereto. I waive all rights to inspect and/or approve any published matter that may be used in conjunction with the consent and the use to which it may be applied.

I understand by signing my name below, this constitutes a legal signature confirming that I have carefully read the Release of Liability and fully understand this document and certifies the information provided to be true and correct to the best of my knowledge, and that this information can be used for the purpose of enrolling my child/ren in City of Brownsville After School/Summer programs.

Signature of Parent or Legally Authorized Representative

Date

Addendum to PARD Summer Recreation Program 2021 Parent Handbook

2021 COVID-19 Policies

COVID-19 is spread from person to person through contact that is close enough to share droplets by coughing, sneezing, speaking and even just breathing. COVID-19 can also be spread by touching objects where contaminated droplets have landed. Because of this easy manner of transmission, a person who is infected with COVID-19 can spread the infection to others they come in close contact with, even if they have mild or no symptoms.

A number of changes have been made to our daily operating procedures to protect children and staff and ensure they do not bring infection to others such as family members. These policies align with guidance from the CDC and Texas Department of Health and Human Services and will be updated if, and when, such guidance is changed. The intent is to limit the number of individuals that children and staff have contact with to reduce the possibility of transmission.

- Children will be kept in small groups and will do best to not mix with other groups.
- Staff will receive additional training specific to COVID-19.
- Campers will remain with their age group. Siblings will be assigned to the same cohort.
- AM and PM Staff will be assigned to the same cohort throughout the summer. With exceptions for staff time off.
- Staff and children are encouraged to wear cloth face coverings while indoors except during meals.
- Social distancing will be practiced as much as possible indoors and outdoors. Furniture will be arranged 6 feet apart and children will line up for transitions 6 feet apart.
- Activities will take place outdoors as much as possible.
- Visitors and parents are discouraged from entering the building. Parents and visitors should stay in their cars and call the site phone number if outside of typical pick up and drop off times.
- No off-site field trips will take place, except for swim day (optional).
- Children will be dropped off outside the building and staff will conduct a health check including taking temperatures.
- Drop off time will be until 7:45 am each day in order to ensure staff are available to greet your child. If there is no one at the entry, please call the site cell phone.
- Pick up time is at 4 pm daily when the program closes. If you need to arrange an earlier pick up, please call the site cell phone (leave a message if no answer). Additionally, if staff are not at the entry, please call the site cell phone and your child will be brought to the car.

We ask that the same individual drop off and pick up children daily. Again, this is to reduce the number of individuals staff and children have contact with.

Screening

- Staff and children cannot attend if sick. Anyone answering, "Yes," to one of these screening questions will not be able to enter the building.
 - Cough

- Shortness of breath or difficulty breathing
 - Chills
 - Repeated shaking with chills
 - Muscle pain
 - Headache
 - Sore throat
 - Loss of taste or smell
 - Diarrhea
 - A forehead temperature of 100.4 degrees Fahrenheit
 - Known close contact with a person who is lab-confirmed to have COVID-19
- Staff or children that develop these symptoms during the day will be isolated and must leave as quickly as possible.
 - Staff or children with new or worsening symptoms above may not return until:
 - An individual diagnosed with COVID-19 must meet all three of the following criteria: 10 days since symptoms first appeared and 24 hours with no fever without the use of fever-reducing medications and Other symptoms of COVID-19 are improving or
 - In the case of an individual that has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19 and they must meet the three-step criteria above or
 - If the individual wants to return before completing the self-isolation period, the person must obtain a medical professional's note clearing them for return based on an alternative diagnosis.
 - Staff or children with known close contact to a person who is lab-confirmed to have COVID-19 must self-quarantine for 10 days from the last date of exposure and monitor their health for symptoms.
 - It is highly recommended that social distancing is practiced before and during the time your child is at camp.

Sanitation and cleaning

- PARD will provide individual art materials and supplies for each child and shared items such as books, toys, and games will be rotated out, cleaned, and sanitized after each use.
- Hand washing will be monitored and frequent.
- Staff will follow CDC guidelines for cleaning and sanitation. Campers should bring only the following items from home: lunch in an insulated bag or kit (optional lunch to be provided by BISD), a filled water bottle, and an extra set of clothes if needed. Please be sure to label each of these items. **Youth are not to bring outside toys or electronics.** Books will be permitted at the site but must not be shared with other campers. Lockers will be provided for storage.

PARD staff have spent the past year actively seeking guidance from industry safety leaders like the Centers for Disease Control and local public health authorities as we prepare for summer. With the ever-changing COVID-19 situation, **we will continue to evaluate and implement best practices as summer approaches.**



Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19/MIS-C

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. In addition, an emerging pediatric multi-system inflammatory syndrome is being observed among children and young adults in the United States and is being referred to as multi-system inflammatory syndrome ("MIS-C"). It is believed that MIS-C is related to exposure to COVID-19. Evidence has shown that COVID-19 and MIS-C can cause serious and potentially life-threatening illness and even death.

Parks and Recreation Department ("PARD") has put in place preventative measures in an attempt to reduce the spread of COVID-19 and MIS-C; however, PARD **cannot guarantee** that you and/or your child(ren) will not become infected with COVID-19 or MIS-C. Further, attending programs offered by PARD (the "Program(s)") **could expose yourself to or increase the risk** of you and/or your child(ren) contracting COVID-19 or MIS-C.

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By signing this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19/MIS-C ("Waiver"), I, for myself, and on behalf of my child(ren), acknowledge the contagious nature of COVID-19 or MIS-C and voluntarily assume the risk that by my child(ren) attending the Program(s), I and/or my child(ren) may be exposed to and infected by COVID-19 or MIS-C, 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 or MIS-C at the Program(s) offered by City of Brownsville PARD may result from the actions, omissions, negligence, or gross negligence of me, my child(ren) and others, including, but not limited to, City of Brownsville employees, volunteers, and the Program(s) participants and their families.

AS OF THE EFFECTIVE DATE, I, FOR MYSELF, AND ON BEHALF OF MY CHILD(REN), FAMILY, SPOUSE, ESTATE, HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, AND AGENTS, VOLUNTARILY AGREE TO ASSUME ALL OF THE FOREGOING RISKS AND ACCEPT SOLE RESPONSIBILITY FOR ANY INJURY TO ME AND MY CHILD(REN) (INCLUDING, BUT NOT LIMITED TO, MONETARY LOSS, 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 OF AND PARTICIPATION IN THE PROGRAMS ("CLAIMS"), HOWEVER CAUSED AND WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES (AS HEREAFTER DEFINED) OR ANOTHER PARTICIPANT.

I, FOR MYSELF, AND ON BEHALF OF MY CHILD(REN), HEREBY FOREVER RELEASE, WAIVE OUR RIGHTS TO SUE, DISCHARGE, AND HOLD HARMLESS CITY OF BROWNSVILLE PARKS, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS, AND REPRESENTATIVES, INDEPENDENT CONTRACTORS, AFFILIATES, SUCCESSORS, AND ASSIGNS (*"RELEASED PARTIES"*), FROM THE CLAIMS, INCLUDING ALL LIABILITIES, CLAIMS, ACTIONS, DAMAGES, JUDGMENTS, CAUSES OF ACTION, LOSSES, COSTS OR EXPENSES (INCLUDING ATTORNEYS FEES) OF ANY KIND ARISING OUT OF OR RELATING THERETO, HOWEVER CAUSED, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, WHETHER CAUSED IN WHOLE IN PART BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF THE RELEASED PARTIES, AND WHETHER A COVID-19 OR MIS-C INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY PROGRAMS.

By my signature below, I agree, acknowledge and consent that this Waiver is fully enforceable, and is binding upon me and my and my child(ren)'s legal representatives, heirs, administrators, guardians, executors, successors and assigns. This Waiver is irrevocable and is binding immediately upon execution and cannot be modified, amended or limited unless agreed upon in writing by me and PARD. In the event any provision or part of this Waiver is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

CHOICE OF LAW: I understand and agree that the law of the State of Texas will apply to this Waiver, and shall be governed by and construed in accordance with Texas 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 Wavier as a whole.

By executing this Waiver, I acknowledge that I have carefully read the foregoing, fully understand the terms and consequences of the Waiver, I execute this document for full, adequate, and complete consideration fully intend to be bound by the same and as of the date signed below (*"Effective Date"*) freely and knowingly assume the risk and waive my rights and my child's rights concerning liability as described above.

Program Participant(s): _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

BOTH PARENTS/GUARDIANS MUST SIGN

Parent/Guardian	Parent/Guardian
Signature: _____	Signature: _____

Printed Name: _____	Printed Name: _____
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Date: _____	Date: _____
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