



## **FIELD RESERVATION POLICY AND PROCEDURES AMENDMENT A – COVID RESTRICTIONS/IDAHO REBOUNDS GUIDELINES**

- City of Sandpoint fields may be reserved for organized sports beginning when the City of Sandpoint is operating under the Idaho Rebounds Stage 1.
- If, at any time, conditions warrant returning to a Stay at Home Order or a community outbreak and community spread of COVID-19 occurs, the City may cancel field reservations.
- In accordance with the guidance contained in Idaho Rebounds: Guidelines for Opening Up Idaho, participants in recreation activities are limited to:
  - Stages 1 – 2: Less than 10 at a time or in a group
  - Stage 3: 10 – 49 participants
  - Stage 4: 50+ participants
- Spectators should be limited, and physical distancing guidelines practiced
- Requirements for safe participation in the sports activity must be posted on the participating organization's website and also at the field site.
- Tournaments, competitions and performances will not be permitted until Stage 4 and reservations will not be taken for those activities until further guidance is made available. Until Stage 4, participation in field activities is limited to individuals residing in Bonner County.
- Upon making a reservation, event organizers must certify in writing to the City that they have an operational plan in place to mitigate the risk of spreading COVID-19 that is in compliance with the guidance provided by the Idaho Rebounds staged reopening plan and CDC guidance.
- In addition to the City's standard liability release, a responsible representative for the organizing organization must sign a COVID-19 Release of Liability and Indemnification and obtain signed consent forms from all participants or a parent if the participant is under the age of 18 (forms attached). Signed forms for the organization and all participants must be transmitted to the City in advance of any activities taking place on the field.



## COVID-19 RELEASE OF LIABILITY AND INDEMNIFICATION

Pursuant to guidelines of the U.S. Centers for Disease Control (CDC) and the Idaho Rebounds Guidelines, the City of Sandpoint (the City) is reopening its public facilities, including athletic fields, to organizations. While the City has put in place preventative measures to reduce the spread of COVID-19, it cannot guarantee that participants in youth activities will not become infected with COVID-19. Further, participating in youth activities could increase the risk of contracting COVID-19. Participating Organization agrees that it is fully responsible for the safety and actions of its participants, staff, members, spectators and agents while using the City's facilities. Further, Participating Organization agrees to comply with all City policies and rules, including but not limited to all guidelines, signage, and instructions while using City facilities. Because the City facilities are open for use by other individuals, Participating Organization recognizes that the risk of contracting COVID-19 is higher while using these facilities.

With full awareness and appreciation of the risks involved, Participating Organization, for itself, its successor and assigns, as well as for its participants, employees, staff, members, spectators and agents, and their heirs, executors, administrators, assigns, and personal representatives (Releasing Parties), hereby forever release, waive, discharge, and covenant not to sue the City, its elected officials, officers, agents, employees, contractors, successors and assigns (Released Parties), from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by such (Releasing Parties) related to COVID-19, whether caused by the negligence of the Released Parties, any third-party using the facilities, or otherwise, while participating in any activity while in, on, or around the facilities, and/or while using any City facilities, tools, equipment, or materials.

The Releasing Parties agree to defend, indemnify, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my use of the City of Sandpoint facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below, the Releasing Parties acknowledge and represent that they have read the foregoing Release of Liability and Indemnification, understand it, and sign it voluntarily, without limitation; that they have been sufficiently informed about the risks involved in using the facilities with respect to the COVID-19; that no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made by the City; and that they execute this document for full, adequate, and complete consideration fully intending to be bound by the same. The Releasing Parties agree that this Wavier of Liability shall be governed by and construed in accordance with Idaho 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 of Liability as a whole.

\_\_\_\_\_  
Name, Title

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

Participating Organization:  
  
\_\_\_\_\_



**CONSENT OF PARENT/PARTICIPANT**

By signing this Release of Liability and Indemnification, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my child(ren) (Participant) may be exposed to or infected by COVID-19 by attending the Participating Organization's activities on City facilities, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at such activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Participating Organization's participants, employees, staff, members, spectators and agents, 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 me or my child(ren)'s attendance at the Participating Organization's activities at City facilities. On my behalf, and on behalf of my child(ren), I hereby release the City as provided for herein. I further understand and agree that this release includes any claims, demands, actions, and causes of action or negligence of the City, any third-party using the facilities, or otherwise, while participating in any activity while in, on, or around the facilities, and whether a COVID-19 infection occurs before, during, or after participation in any Participating Organization program.

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Parent/Guardian

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

\_\_\_\_\_  
Participating Organization Name