

## COVID-19 Liability Release Waiver

### ***Must be read and signed before engaging in any Volunteering activity with Liverpool City Council***

Due to the outbreak and ongoing issues with the novel Coronavirus (Covid-19) Liverpool City Council has in place Covid-19 Safety Plans and protocols including social distancing and the wearing of masks where appropriate social distancing cannot be achieved in any tasks required to be undertaken. As well as hygiene measure in accordance with NSW Health Guidance and requirements.

Councils protocols and procedures are in line with NSW Health Legislation and requirements and may change based on current requirements at any time.

Liverpool City Council normally has in place Volunteers Insurance that provides some benefits in accordance with Policy conditions and exclusions should a Volunteer sustain any injury which relates directly to the Volunteering activity being undertaken.

With respect to any infection or Health affect that may occur in any way relating to any other infectious disease there is a Policy exclusion and there is no cover what so every relating to any infectious disease including Covid-19.

As such any Volunteer seeking to engage with and undertake any form of Volunteering with Liverpool City Council acknowledges that there is no cover whatsoever for any health or other affects that may result from any participant contracting Covid-19 or any other infectious disease.

*PRIVACY INFORMATION STATEMENT: Any personal information that you disclose will be dealt with in accordance with the provisions of Council's Privacy Policy, the Privacy and Personal Information Protection Act 1998 (NSW) and associated regulations (as may be amended from time to time).*

PARTICIPANT DETAILS	
Participant's Full Name:	
Address:	
Contact Number:	
E-mail Address:	

### **RELEASE AND INDEMNITY AGREEMENT ("AGREEMENT")**

In consideration of Liverpool City Council (**Council**) including the Participant In Councils Volunteers Program.

The Participant hereby waives, releases, discharges, holds harmless, indemnifies (and must keep indemnified) Council and that of Council's employees, officers, agents, contractors, suppliers and licensees from any claim, action, damage, loss (including consequential or indirect loss), liability, cost (including legal costs on a full indemnity basis) or expense (howsoever arising and whether present or future, fixed or unascertained, actual or contingent whether at law, in equity, under statute or otherwise) which Council incurs or is liable for arising under or in connection with the Participant's Volunteering, any negligent or unlawful act or omission of the Participant, any loss of or damage to real or personal property, and any accident, personal injury, disability or death that may be suffered, incurred or sustained by the Participant or any other person.

The Participant agrees and acknowledges that each indemnity in this Agreement is a continuing obligation and remains in full force and effect in perpetuity and is binding on the Participant's legal personal representatives, successors, heirs, next of kin, permitted assigns or any other person who may be conferred a legal chose in action or any other legal right or remedy against Council and that of Council's employees, officers, agents, contractors, suppliers and licensees.

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**I agree to the following:**

I HAVE read and understood the above text and attest that :-

- I am NOT experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell
- I have NOT travelled internationally within the last 14 days
- I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days.
- I affirm that I have not been to any area designated as a Covid-19 hot spot in the past 14 days
- I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the last 30 days.
- I affirm that I will NOT attend any Liverpool City Council location or engage in any activity if I am sick or show any symptom listed above

**CONSENT OF PARENT/GUARDIAN (If Participant is under the age of 18 years)**

I am the parent or legal guardian exercising parental authority for the Participant. On behalf of the Participant, I have read, understood and accept the terms of this Agreement which will apply to the Participant and I have ensured that the Participant has also read, understood and accepted this Agreement.

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**DECLARATION**

**I DECLARE THAT I HAVE READ AND UNDERSTOOD THE TERMS AND EFFECT OF THIS AGREEMENT. I AM AWARE THAT THIS AGREEMENT IS A RELEASE AND INDEMNITY FROM LIABILITY AND A CONTRACT BETWEEN MYSELF AND LIVERPOOL CITY COUNCIL. I DO NOT HAVE OR SUFFER ANY LEGAL INCAPACITY OR MENTAL IMPAIRMENT THAT WOULD PRECLUDE ME FROM ENTERING INTO THIS AGREEMENT.**

**SIGNED AND DECLARED AT .....ON DATE .....**

**PRINT NAME OF PARTICIPANT (OR PARENT/GUARDIAN): .....**

**RELATIONSHIP TO PARTICIPANT (IF PARENT/GUARDIAN): .....**

**SIGNATURE OF PARTICIPANT (OR PARENT/GUARDIAN): .....**

<p><b>OFFICE USE ONLY</b></p> <p>Date Received:</p>
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