

EAST HANOVER TOWNSHIP FACILITIES WAIVER & RELEASE OF ALL CLAIMS

Please read this form carefully and be aware that by signing this Agreement you will be **waiving and releasing** all claims relating to illnesses and injuries that might be sustained, arising out of or relating to your use of the Facility.

In consideration for utilizing the East Hanover Township (the "Township") parks and related facilities (the "Facilities"), the undersigned ("Participant") understands and represents as follows:

1. Utilizing the Township Facilities is for leisure and recreational purposes only.
2. The Facilities when used improperly or recklessly can result in serious injury, including permanent disability or even death.
3. The risk of injury while utilizing the Facilities may result from Participant's own actions or the action, inaction or negligence, or gross negligence of others.
4. Using the Facilities may result in exposure to and/or illness and infection from diseases, including, but not limited to, MRSA, influenza, and COVID-19, and these diseases, illnesses, infections, and viruses can carry the risk of serious illness or death.
5. There may be other risks connected with or arising out of the Facilities that are not known or not reasonably foreseeable by Participant, the Township, or any other person at the time of this Agreement.
6. Participant understands the importance of following the instructions, rules, and regulations of the Township or its agents, prior to, during, and after utilizing the Facilities.
7. Participant has full knowledge of the Facilities rules, regulations, and risks, and is participating entirely of his or her own free will.

COVID-19. Participant further recognizes and acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in Dauphin County, Pennsylvania, and the surrounding region. The Participant hereby agrees, represents, and warrants that the Participant shall not permit any of its guests to visit or utilize the Facilities if any guest experiences any symptoms of COVID-19 or comes into contact with any person who is experiencing symptoms of COVID-19. Participant further affirms that it and any of its guests shall comply with the guidelines issued by the Centers for Disease Control and Prevention and the Pennsylvania Department of Health regarding the prevention of the spread of infectious diseases, including COVID-19, to the extent practicable while utilizing the Facilities.

Assumption of Risk. Participant recognizes and acknowledges certain risks of injury or illness exist. Participant agrees to assume the full risk of any illnesses including, but not limited to, COVID-19, MRSA, and influenza, and injuries, including death, damages, or loss, regardless of severity, that Participant or its guests may sustain as a result of the use of the Facilities.

Waiver. Participant hereby releases, waives, discharges, and covenants not to sue the Township, its trustees, officers, agents, assigns, and employees from any and all liability, claims, demands, actions, and causes of action arising out of or related to any loss, damage, illness, or injury, including death, that may be sustained by the Participant or its guests, or to any property belonging to the Participant or its guests, while using the Facilities, including the negligence or gross negligence of the Township, its trustees, officers, agents, assigns, or employees.

Indemnification. Participant further agrees to indemnify, hold harmless, and defend the Township, its trustees, officers, agents, assigns, and employees from and against all claims from illnesses, injuries, including death, damages, and losses, arising out of, connected with, or in any way associated with its or other person's participation and use of the Facilities.

Severability. If any term or provision or portion of this release is held invalid, the remainder of said term or provision and/or of this release shall not be affected thereby.

BY SIGNING BELOW, PARTICIPANT ACKNOWLEDGES AND CONFIRMS THAT IT HAS READ AND UNDERSTANDS THE TERMS OF THIS WAIVER AND RELEASE AND THAT IT AGREES TO ABIDE BY THE TERMS OF THIS WAIVER AND RELEASE. THE AUTHORIZED REPRESENTATIVE ENTERING INTO AND EXECUTING THIS WAIVER AND RELEASE FURTHER ACKNOWLEDGES AND CONFIRMS THAT HE OR SHE HAS THE AUTHORITY TO BIND THE ENTITY TO THE TERMS OF THIS WAIVER AND RELEASE.

Participant/Authorized Representative

Township Representative

Participant/Authorized Representative Signature / Date

Township Representative Signature