

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

In consideration of the Participant, _____'s involvement and participation in South Whitehall Township ("**Township**") recreation programs, activities, classes and/or events, (collectively "**Program(s)**"), and/or the use of Township Facilities, and intending to be legally bound, the undersigned (or Parent or Guardian of the Participant if Participant is a minor):

1. Agree that, prior to participating in a Program or using a Facility, they each will inspect the Facilities and equipment to be used, and if they believe anything is unsafe, they will immediately advise their coach, supervisor, Township official, or other person administering the Programs of such condition(s) and refuse to participate.

2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious personal injury, injury to personal property, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, but inactions or negligence of others, the rules of play, the nature of the Programs, or the condition of the Facilities, premises or of any equipment used. Further, there may be other risks not known to us or not reasonably foreseeable at this time.

3. Assume all the foregoing risks and accept personal responsibility for the damages following such personal injury, injury to personal property, permanent disability or death.

4. In consideration of my participation in the Programs and use of the Facilities, I agree on behalf of myself and my heirs, executors, personal representatives and anyone else acting on my behalf to voluntarily remise, release, indemnify, covenant not to sue, and forever discharge the Township, and its elected and appointed officials, officers, employees, contractors, volunteers and/or agents from any and all injuries, losses or damages of any kind whatsoever suffered by me as a result of my voluntary use of the Facilities and participation in the Programs, including personal injury, or personal property damage I might sustain during practice, other workouts, or contests associated with the Programs and/or use of the Facilities, whether supervised or on my own, and whether attributable to negligence, gross negligence, or recklessness on the part of such persons or entities.

5. Assumption of the Risk and 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 Township has put in place preventative measures to reduce the spread of COVID-19; however, the Township cannot guarantee that the undersigned will not become infected with COVID-19. Further, attending the Programs could increase the undersigned's risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I (or my child if participant is a minor) may be exposed to or infected by COVID-19 by participating in Programs 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 Programs may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Township 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 myself (or my child if participant is a minor) (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 in any Program ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Township, and its elected and appointed officials, officers, employees, contractors, volunteers and/or agents, 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 Township, and its elected and appointed officials, officers, employees, contractors, volunteers and/or agents, whether a COVID-19 infection occurs before, during, or after participation in any Township program.

6. I hereby certify that I am in good physical condition and that a licensed physician has verified that my physical condition is at a sufficient level to enable me to participate in the Programs and/or use the Facilities safely. I agree to follow all instructions, rules and regulations of the Township Department of Parks and Recreation regarding participation in the Programs and/or use of the Facilities while engaged in recreation and leisure activities.

7. Township staff may occasionally take photos and/or videos of participants enrolled in the Programs. These photos and video clips may be used in the Townships newsletter, website, social media, and/or future print and video productions. By registering for, participating in or attending the Programs, the participant (or parent/guardian of a minor participant) irrevocably agrees to the use and distribution by the Township of his or her image (or of his minor participant) for any purpose without inspection or approval and without compensation, rights to royalties, or any other consideration now and in the future.

8. If registering online or via fax, your electronic or facsimile signature shall substitute for and have the same legal effect as an original form signature.

THE UNDERSIGNED HAS SIGNED THIS WAIVER BELOW VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL CLAIMS AND LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY TERM OR CONDITION HEREIN IS HELD TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THAT ALL OTHER TERMS AND CONDITIONS HEREOF SHALL CONTINUE IN FULL FORCE AND EFFECT.

(Signature of Participant or Parent/Guardian of Participant)

(Print Name of Participant or Parent/Guardian of Participant)

Date