

Release and Waiver of Liability and Indemnification Agreement

**** PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS ****

In consideration for being permitted to use any facility requested on the Upper Southampton Township Facilities Use Application (each a "Facility"), I understand and agree, for myself and for any minors in my care, our heirs and assigns, as follows:

1. I have had the opportunity to inspect the Facility prior to the date(s) of my Facility rental. My use of the Facility means that I have inspected the Facility and any equipment therein or thereon and determined it to be safe and reasonably suited for my use.
2. I hereby expressly waive, release, and grant the right to use my name, or the name of any minor in my care, and/or images, photographs, and/or videos, including composite or modification, representations in publications, brochures, newsletters, reports, websites, or any other material relating to the Upper Southampton Township Parks and Recreation programs, activities, and facilities. I waive the right to inspect or approve versions of said images used for publication or the written copy that may be used in connection with the image.
3. Using the Facility involves certain known and unknown risks, hazards and potential inconveniences. The specific risks, hazards and potential inconveniences may vary depending on how the Facility is used and from one activity to another and may include (1) minor injuries such as scratches, bruises, strains and sprains; (2) major injuries such as allergic reactions, broken bones, joint or back injuries, vision and hearing injuries, head injuries, heart attacks; (3) catastrophic injuries including paralysis and death; (4) psychological stress or trauma; (5) acts or omissions of other attendees; (6) administration and availability of first aid or emergency medical treatment; (7) loss of or damage to personal property; (8) coming into contact with bacteria, viruses and diseases that may spread through air, water, surfaces or exposure to other people **such as COVID-19** (each a "Risk"). Any Risk has the potential to cause or lead to destruction of personal property, physical injury, mental injury, illness, disability, or death. I acknowledge that I am willingly and voluntarily using the Facility with knowledge of the Risks involved and hereby agree to accept and assume any and all such Risks, whether caused by the negligence of Upper Southampton Township or otherwise.
4. I hereby expressly waive and release any and all claims, now known or hereafter known, against Upper Southampton Township (the "Township") and its employees, officers, directors, elected officials, appointed officials, volunteers, agents, subcontractors, successors and assigns, in their professional and individual capacities (collectively, the "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to using the Facility whether arising out of the negligence of the Township or any Releasees or otherwise. I covenant not to make or bring any such claim against the Township or any other Releasee, and forever release and discharge the Township and all other Releasees from liability under such claims.
5. I shall defend, indemnify, and hold harmless the Township and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, expenses or fees of whatever kind, including reasonable attorneys' fees arising out of or attributed to using the Facility pursuant to this application and the costs of enforcing any right to indemnification under this Agreement.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE TOWNSHIP, ON BEHALF OF MYSELF AND/OR ON BEHALF OF ANY MINORS IN MY CARE.

Print Name

Signature

Date