



BOROUGH OF CONSHOHOCKEN

Department of Recreation Services

Waiver & Release Agreement

MAYOR
Yaniv Aronson

BOROUGH COUNCIL
Tina Sokolowski, President
Kathleen Kingsley, Vice-President
Anita Barton, Senior Member
Alan Chmielewski, Member
Stacy Ellam, Member
Ralph Frey, Member
Adrian Serna, Member

Stephanie Cecco
Borough Manager

General Waiver

As a participant or as the parent/guardian of a participant in this program or rental, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages, or loss which the participant may sustain as a result of participating in any and all activities connected with or associated with such program or rental.

As a participant or as the parent/guardian of a participant in this program or rental, I do hereby fully release and discharge the **Borough of Conshohocken** and its appointed and elected officials, officers, agents, servants, and employees from and against any and all claims from injuries, including death, damage, or loss which I or the participant may have or which may accrue to me or the participant on account of my, or the participant's, participation in the program or rental.

As a participant or as the parent/guardian of a participant in this program or rental, I agree to waive and relinquish all claims I or the participant may have as a result of participating in the program or rental against the **Borough of Conshohocken** and its appointed and elected officials, officers, agents, servants, and employees.

As a participant or as the parent/guardian of a participant in this program or rental, I further agree to indemnify and hold harmless and defend the **Borough of Conshohocken** and its appointed and elected officials, officers, agents, servants, and employees from any and all claims resulting from injuries, including death, damages, and losses sustained by the participant and arising out of, connected with, or in any way associated with the activities of the program or rental.

I certify that I am in good physical health and have no limitations other than those I have listed during registration if applicable that may predispose me to risk during this program or rental.

I also grant permission to supervising, managing personnel or other **Borough of Conshohocken** representatives to authorize and obtain medical care from any licensed physician, hospital or medical clinic should I, or my child, become ill or injured while participating in activities when I am unable to grant authorization for emergency treatment. I understand that such treatment shall be at my expense. This form shall be considered valid until cancelled or changed in writing by the undersigned.

REFUND POLICY

I understand and agree to the activity refund policy that a full refund will only be given when a program is cancelled by the **Borough of Conshohocken Department of Recreation Services**. A refund request at least five (5) business days prior to the start of a program or five (5) business days prior to a scheduled park or facility rental, will receive a refund less 5%. NO REFUNDS will otherwise be given. All refunds are subject to State Board of Accounts claim procedures and may take up to thirty (30) business days to process.

PHOTO RELEASE

I give permission to **Borough of Conshohocken Department of Recreation Services and the Community Center at the Fel** for the free use of my likeness and that of my child or ward, in connection with any broadcast, telecast, video, photograph, print media, or other publicity.

COVID-19/Coronavirus Warning & Disclaimer

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, state, and local health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Conshohocken Borough cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending may increase your child(ren)s risk of contracting COVID-19.

By signing this agreement, I, on behalf of myself and my child(ren) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to, or infected by COVID-19 by participating in Conshohocken Borough's programs, 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 during a Conshohocken Borough program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Conshohocken Borough employees, and program participants and their families. I, on behalf of myself and my child(ren) voluntarily agree to assume all of the foregoing risks and accept



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sole responsibility for any injury to my child(ren) or myself including, but not limited to, personal injury, disability, and/or 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 participation. On my behalf, and on behalf of my child(ren), I hereby indemnify, release, covenant not to sue, discharge, and hold harmless Conshohocken Borough, Conshohocken Recreation Services Department, its employees, agents, and representatives, of and from any claim, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my child(ren)'s participation. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of Conshohocken Borough, Conshohocken Recreation Services Department, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation. I further acknowledge that this indemnification and release extends to third parties that suffer illness, damage, loss, claims, liability, or expense of any kind as a result of my child(ren)'s participation in a Conshohocken Borough program, and I agree to indemnify, defend, and hold the Borough harmless from any claims brought by such third parties. I acknowledge that the Borough may, at its discretion, choose legal counsel for purposes of defending any suit encompassed by this waiver and indemnification, and agree to fund any and all reasonable expenses incurred in defending such suit.

By signing below, I acknowledge that I have read and understand the above Waiver & Release Agreement and I fully understand that "THIS IS A RELEASE" and further agree to abide by the rules above. (Parent or Guardian acknowledgment if Participant is under 18 years old.)

Print Name (Participant) _____

Email Address (Print Clearly) _____

Print Name (Parent/Guardian) _____

(If participant is under 18)

Signature (Participant/Parent or Guardian) _____ Date _____