

**GENERAL RELEASE OF LIABILITY WAIVER**

I, the undersigned, on behalf of myself, my child and/or in loco parentis of the children set forth in this application do hereby declare that I represent and warrant that I have the permission/authority of the parent or legal guardian of the children listed in this application; and I intend to use some or all of the activities, facilities, programs and services offered by Plymouth Township for such children. I understand that each child listed in this application has a different capacity for participating in such activities, facilities, programs and services. I am aware that all activities, facilities, programs and services offered are educational, recreational, social, physical or self-directed in nature. I assume full responsibility, during and after the participation of such children, for my choices to use or apply, at my/their own risk, any activity, facility, program or service offered by Plymouth Township. I understand that my choice for myself or for such children to utilize the facilities and participate in any activity, service or program and the fitness, health, awareness, care and skill that they possess and use, brings with it my/their assumption of those risks or results stemming from these choices. I certify that myself and or the children listed in this application are in good health and are able to use the facilities and participate in its activities, programs and services. I understand that no health and/or accident insurance is provided for the children by Plymouth Township, and I accept full responsibility for obtaining the same or for payment of all expenses in the absence of such insurance. I agree that Plymouth Township shall have the right to enforce activity rules and terminate participation for failure to comply. I understand that program registration and participation is not transferable.

In consideration for the acceptance by Plymouth Township of my, our program registration and for being allowed to use the facilities of and participate in the activities, programs, and services of Plymouth Township, I, the undersigned on behalf of myself, my child and in loco parentis of the children listed in this application, as well as for our heirs, executors, administrators and assigns forever release and discharge Plymouth Township and its appointed and elected officials, employees, agents and other representatives and their heirs, executors, administrators, successors and assigns, from any and all claims, causes of action, suits, deaths and/or damages arising from any and all personal injuries and/or property damages sustained by myself and/or by the children listed in this application as the result of my/our using the facilities and participating in the activities, programs and services offered by the Greater Plymouth Community Center. Furthermore, I, the undersigned, for myself and for the children listed in this application, do hereby agree to indemnify, hold harmless and defend Plymouth Township and its appointed and elected officials, officers, employees, agents and other representatives, their heirs, executors, administrators, successors and assigns from an and all personal injuries and property damages sustained by others by reason of my conduct or the conduct of the children set forth in this application in connection with the use of the facilities and the participation in the activities, programs and services offered by Plymouth Township, including court costs and attorney's fees.

Likewise, I grant the right to use my/our name, image, photograph and video, including composite or modification representations in publications, brochures, newsletters, reports, website, videos and social media, and any and all other material relating to Greater Plymouth Community Center and all other Plymouth Township Parks and Recreational Facilities. I waive the right to inspect or approve versions of my/our image used for publication or the written copy that may be used in connection with the image. I fully release, indemnify and hold harmless Plymouth Township for any liability for actions taken on our behalf as well as for use of name or image as set forth herein.

The Township shall be excused from performance hereunder to the extent that such performance has been prevented by the consequences, direct or indirect, of labor troubles, fires, utility loss, accidents, war, terrorism, civil disobedience, and causes beyond the control of the Township.

**CORONAVIRUS/COVID-19 ASSUMPTION OF RISK AND RELEASE OF LIABILITY**

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. Plymouth Township has put in place preventative measures to reduce the spread of COVID-19 at its programs. However, Plymouth Township **cannot guarantee** that you or any minors in your care will not become infected with COVID-19. Further, participation and attendance at the Township's programs could **increase** your, or any minors in your care, risk of contracting COVID-19.

**READ CAREFULLY BEFORE SIGNING— PLEASE SIGN AND INITIAL WHERE INDICATED**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk for myself and/or for any minors in my care that may be exposed to, or infected by, COVID-19 by participation in Plymouth Township 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 Plymouth Township program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Plymouth Township, its employees, volunteers, agents, representatives program participants and their families;

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and any minors in my care: including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense of any kind, that I or minors in my care may experience or incur due to COVID-19 in connection with my participation in Plymouth Township programs;

On behalf of myself and minors in my care, I hereby release, covenant not to sue, discharge, and hold harmless Plymouth Township, its employees, volunteers, agents, and representatives, 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 Plymouth Township, its employees, volunteers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in a Plymouth Township program.

In the event that I, or a minor in my care, files a lawsuit, I agree to do so in the state of Pennsylvania and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I, or a minor in my care, is exposed or infected by COVID-19 during participation in Plymouth Township programs, then I, or any minor in my care, may be found by a court of law to have waived my right or the rights of any minor in my care to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

If I have signed a separate release of liability for myself or any minor in my care connected to participation in Plymouth Township programs, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate release of liability waiver.

**Participant Name (Print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian Name (Print):** \_\_\_\_\_

**Parent/Guardian Signed:** \_\_\_\_\_